

**Army Regulation 60-21
AFR 147-15**

Exchange Service

Personnel Policies

**Headquarters
Departments of the Army, and the Air
Force
Washington, DC
15 December 1980**

UNCLASSIFIED

SUMMARY of CHANGE

AR 60-21/AFR 147-15

Personnel Policies

Change 1 has been incorporated into the basic.

- o This revision--
- o Implements the provisions of the Department of Defense Personnel Policy Manual for Nonappropriated Fund Instrumentalities, DOD 1401.1-M, dated 22 May 1978.
- o Provides for automatic extension of normal retirement date at employee's request.
- o Establishes requirement for written report to the Commander, Army and Air Force Exchange Service (AAFES), on all reduction-in-force actions resulting in the separation or relocation of 50 or more AAFES employees on Army installations.
- o Rescinds the 1-year restriction on the frequency of Universal Annual (UA) Salary Plan promotions.
- o Narrows the reduction-in-force element for non-Executive Management Program UA Salary Plan employees.
- o Provides for job-grading appeals retroactive to 16 August 1974.
- o Clarifies leave/grievance policy in the event an AAFES facility is closed due to military necessity, weather conditions, an act of God or other events beyond the control of AAFES management.
- o Rescinds policy on restoration of annual leave.
- o Provides for granting of annual leave and sick leave in half-hour units and provides AAFES policy in labor-relations matters.

Headquarters
Departments of the Army, and the
Air Force
Washington, DC
15 December 1980

*Army Regulation 60-21
*AFR 147-15

Effective 15 December 1980

Exchange Service

Personnel Policies

By Order of the Secretaries of the Army and the Air Force:

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History. The original form of this regulation was published on 1 August 1979. Since that time, Change 1 has been issued to amend the original, and this change remains in effect. This UPDATE issue is a reprint of the original regulation with the change incorporated directly into the text. This publication has been reorganized to make it compatible with the Army electronic publishing database. No content has been changed.

Summary. This revision implements the provisions of the Department of Defense Personnel Policy Manual for Nonappropriated Fund Instrumentalities, DOD 1401.1-M, dated 22 May 1978; provides for automatic extension of normal retirement date at employee's request; establishes requirement for written report to the Commander, Army and Air Force Exchange Service (AAFES), on all reduction-in-force actions resulting in the separation or relocation of 50 or more AAFES employees on Army installations; rescinds the 1-year restriction on the frequency of Universal Annual (UA) Salary Plan promotions; narrows the reduction-in-force element for non-Executive Management Program UA Salary Plan employees; provides for job-grading appeals retroactive to 16 August 1974; clarifies leave/grievance policy in the event an

AAFES facility is closed due to military necessity, weather conditions, an act of God or other events beyond the control of AAFES management; rescinds policy on restoration of annual leave; provides for granting of annual leave and sick leave in half-hour units and provides AAFES policy in labor-relations matters.

Applicability. See paragraph 1-2.

Proponent and exception authority. Not applicable.

Army management control process. Not applicable.

Supplementation. Limited supplementation of this regulation is permitted but is not required. If supplements are issued, Army/Air Force Staff agencies and major Army/Air Force commands will furnish 1 copy of each to Commander, Army and Air Force Exchange Service, Dallas, TX 75222.

Interim changes. Interim changes to this regulation are not official unless they are authenticated by The Adjutant General. Army users will destroy interim changes on their expiration date unless sooner superseded or rescinded. The word "he" when used in this publication represents both the masculine and feminine

genders, unless otherwise specifically stated.

Suggested Improvements. The office of primary interest in this joint publication is the Army and Air Force Exchange Service. Users are invited to send comments and suggested improvements to Chairman, Board of Directors, Army and Air Force Exchange and Motion Picture Services, Washington, DC 20310. Army users will use DA Form 2028 (Recommended Changes to Publications and Blank Forms.)

Distribution. To be distributed in accordance with DA Form 12-9A Requirements for Exchange Service.

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Chapter 1

General Personnel Provisions

Section I

General

1-1. Purpose

This regulation sets forth the civilian personnel policies of the Army and Air Force Exchange Service (AAFES)

1-2. Applicability

This regulation applies to the following categories of personnel:

- a. All employees in the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and the territories and possessions of the United States.
- b. All US citizens and US national employees worldwide.
- c. US permanent resident alien employees worldwide (para 1-29).

1-3. Abbreviations and explanation of terms

- a. The following abbreviations are used throughout this regulation:

AAFES—Army and Air Force Exchange Service

CPP—Commission Pay Plan

CONUS—Continental United States (48 states and the District of Columbia)

EMP—Executive Management Program

ER—Exchange Region

HPP—Hourly Pay Plan

LWOP—Leave Without Pay

NAFI—Nonappropriated Fund Instrumentality

OES—Oversea Exchange System

OPM—Office of Personnel Management

RIF—Reduction in Force

UA—Universal Annual

- b. The following terms are defined as they apply to this regulation:

(1) *Exchange*. An exchange includes all facilities operating within a geographical area containing a central administrative office and reporting directly to a CONUS or OES exchange region, area exchange, or regional exchange. Effective 10 May 1976, all references to exchange region appearing in this regulation will include reference to the CONUS Distribution Regions.

(2) *Exchange region*. Exchange region is an exchange facility responsible for operating, managing, and supervising several area exchanges within a defined geographical area.

(3) *Area exchange*. Area exchange is an exchange facility under the direct control of an exchange region. It is responsible for the operation of one or more installation/satellite exchanges within a defined geographical area.

(4) *HPP employee*. An HPP employee is an individual primarily engaged in clerical, sales, or craft and trades function, who is paid at an hourly rate determined by the complexity of the duties and responsibilities of the job. The rate of pay is also commensurate with the rates paid for comparable work in the immediate area.

(5) *UA employee*. A UA employee is an individual in a managerial, executive, technical, or professional position. Pay for annual salary employees is administratively fixed and adjusted commensurate with the rates of compensation for Civil Service employees in positions of comparable difficulty and responsibility subject to the General Schedule. Except where otherwise specified, a UA employee includes both non-EMP and EMP employees.

1-4. Objectives

The objectives of the AAFES personnel management program are as follows:

- a. Equal treatment of employees under applicable federal laws, Executive orders (ref app A), pertinent regulations, and negotiated agreements with labor organizations.
- b. Recognition of and relationships with labor organizations under established Federal policies.
- c. Obtaining, developing, and retaining a work force of well-qualified employees.
- d. Achieving full use of available manpower resources.

1-5. Personnel publications

- a. The AAFES personnel policies are set forth in this regulation.
- b. Operating instructions and procedures will be published in AAFES publications.

c. Oversea exchange systems and those exchanges located outside CONUS, Alaska, Hawaii, and Puerto Rico are authorized to publish procedures applicable to personnel who are not US citizens, US nationals, or US permanent resident aliens. Such procedures will be consistent with applicable laws, agreements, treaties, and overseas command policies and will be coordinated with major overseas commanders. A copy of each procedure and any revisions will be forwarded to the Commander, AAFES, ATTN: Personnel Division, Dallas, TX 75222. The Commander, AAFES, will provide copies of these procedures to the Deputy Chief of Staff for Personnel, Army or Air Force, upon request.

1-6. Status of employees

- a. AAFES personnel are Federal employees of an instrumentality of the United States within DOD.
- b. A table of equivalent military rank, Federal General Schedule grades, and AAFES UA grades, is in table 1-1.

Table 1-1
Equivalent Military Rank and Civilian Grade

Military Rank	Classification Act Grade	Universal Annual Salary Plan Grade
General	GS-18	UA 18 (SR)
General	GS-17	UA 17 (SR)
General	GS-16	UA 16 (SR)
Colonel	GS-15	UA 15
Lieutenant Colonel	GS-13-14	UA 13-14
Major	GS-12	UA 12
Captain	GS-10-11	UA 10-11
First Lieutenant	GS-8-9	UA 8-9
Second Lieutenant	GS-7	UA 7
	GS-6	UA 6
	GS-5	UA 5

1-7. Applicable laws

The following statutes, among others, are applicable to AAFES employees:

- a. *5 USC 522* —The Freedom of Information Act—Establishes the employees' right to obtain releasable information from AAFES and other governmental agencies.
- b. *5 USC 522a* —The Privacy Act of 1974—Establishes employees' right to review their official personnel records and to protection of their privacy.
- c. *5 USC 2105(c)* —Office of Personnel Management (OPM)—Provides that employees of AAFES are not employees of the United States for the purpose of laws administered by the OPM, the Federal Employee's Compensation Act, *5 USC 7902*.
- d. *5 USC 3326* —Employment of Retired Military—Imposes limitations on appointment of retired members of the Armed Forces during the 180 days immediately after retirement.
- e. *5 USC 5341* & mdash;Government Employees-Prevailing Rate System et seq.-Provides that the OPM will fix and adjust the wages of NAFI employees in trades and crafts occupations.
- f. *5 USC 5531*, *5 USC 5532*, and *5 USC 5533* compensation of retired officers of military components. Also prohibits employees from receiving basic pay from more than one Federal position for more than 40 hours of work in 1 calendar week, (except off-duty enlisted personnel under para 1-19).
- g. *5 USC 5596* —Back Pay Due to Unjustified Personnel Actions—Authorizes payment of back pay, allowances, or differentials, as applicable or unwarranted personnel actions, less any amounts earned by the employee during the applicable period. Individuals separated from AAFES employment are obligated to make good-faith efforts to gain useful employment during periods of separation while contesting the separation action. This statute is administratively adopted.
- h. *5 USC 5922 et seq.* —Oversea Allowances and Differentials—Provides allowances and differentials which are applicable to certain categories of AAFES employees.
- i. *5 USC 7324* —Hatch Act—Influencing Elections; Taking Part in Political Campaigns; Prohibitions; Exceptions—Imposes limitations on political activity of Federal employees.
- j. *5 USC 8171 et seq.* —Nonappropriated Fund Instrumentality Act—Extends the provisions of the Longshoremen's and Harbor Worker's Compensation Act to AAFES employees who are subject to this regulation or are permanent residents of the United States. Also provides policies governing workers' compensation benefits for NAFI employees who are not citizens or residents of the United States.
- k. *5 USC 8501* —Unemployment Compensation—Includes AAFES employees as eligible for Federal unemployment compensation benefits.

l. 26 USC 912 —Tax Exemption—Provides a tax exemption for certain allowances paid to employees of the United States Government stationed outside of the CONUS, under regulations approved by the President.

m. 29 USC 201 et seq. —Fair Labor Standards Act—Applies minimum wage and overtime provisions to AAFES employees in areas where the act is applicable.

n. 28 USC 2671-2680 —Federal Tort Claims Act—Waives the immunity of the United States to permit certain suits in tort against the United States.

o. 42 USC 410 —Social Security—Defines employment for social security purposes to include employees of the AAFES.

p. 26 USC 6331 —Federal Tax Levy—Provides for issuing levies against the pay of Federal personnel, including exchange personnel. Upon receipt of notice of levy issued by the Internal Revenue Service, prompt action will be taken to withhold all monies due from the exchange employee concerned and forward it to the Internal Revenue Service.

q. 42 USC 659 —Garnishment for Enforcement of Child Support and Alimony Obligations—Authorizes garnishment of an employee's pay as a result of court-ordered obligations directing the employee to provide child support or make alimony payments. In the event a summons or other legal process is served on an exchange, the servicing Office of the General Counsel should be contacted by telephone as soon as possible. Any payroll check which has not been released to the employee concerned will be withheld pending receipt of instructions from the servicing Office of the General Counsel.

Section II

Authority

1-8. Personnel authority (effective 1 August 1979)

a. Personnel policy for AAFES employees will be developed under DOD NAF directives, under the authority vested in the Board of Directors (BOD), AAFES.

b. The authority and responsibility to develop personnel policy and to publish instructions and procedures to implement this regulation are vested in the Commander, AAFES.

c. The authority to administer the EMP is vested in the Commander, AAFES.

d. The authority to administer the AAFES personnel program worldwide is vested in the Commander, AAFES.

e. The authority to allocate grades to positions, is vested in the Commander, AAFES.

f. The authority to appoint and promote AAFES employees to grades above UA 15 is vested in the BOD.

1-9. Redlegation of personnel authority

All redelegations of authority will be in writing. Redelegated authority must be exercised under this regulation and procedures published by the Commander, AAFES.

1-10. Personnel Management Information System

A standard personnel management information system applicable worldwide will be implemented as prescribed by the Commander AAFES.

1-11. Manpower management

The Commander AAFES will establish a manpower management program and will determine AAFES civilian manpower requirements worldwide. The program will include establishing manpower authorizations for each operational segment and activity to include the duties and responsibilities of employees and the lines of authority. Manpower surveys of HQ AAFES and review of AAFES internal periodic manpower surveys and procedures will be conducted on a biennial basis. The Army and Air Force, alternately, will schedule the surveys to coincide with inspections prescribed in AR 60-10/AFR 147-7, Exchange Service General Policies.

Section III

Basic Principles

1-12. Political activity of Federal employees

a. No inquiry will be made concerning the political affiliations of an employee or applicant for employment with the AAFES and any such disclosure will be ignored. This does not preclude inquiry as to organizational memberships which are by law or regulation a disqualification for employment of retention with Federal Government.

b. No person within AAFES will—

(1) Use his official authority or influence for interfering with an election or of affecting its result.

(2) Take any active part in partisan political campaigns.

c. All persons, however, will retain the right to vote as they choose, express their opinions on all political subjects and candidates, and participate in nonpartisan political activity.

- d.* An employee may hold State, territorial, and local office if it does not conflict with his duties, with law, or Executive order.
- e.* Violations will result in separation, except that the BOD may adjudge a lesser penalty.

1-13. Standards of conduct

- a.* The standards of conduct provisions of Executive Order 11222, DOD Directive 5500.7, AR 600-50, AFR 30-30 and Exchange Service Manual (ESM) 15-4, Standards of Conduct, are applicable to all AAFES employees and persons acting in behalf of AAFES. These regulations prescribe the standards of conduct relating to possible conflict between private interests and official duties. They cover such subjects as bribery and graft; unauthorized release of information; gratuities; prohibitions of contributions or presents to supervisors; use of Government, including AAFES, facilities, property, and manpower; outside employment; borrowing and lending money; gambling, betting, and lotteries; and indebtedness.
- b.* All new employees will be informed of the standards of conduct provisions in AR 600-50, AFR 30-30, and ESM 15-4 upon initial hire.
- c.* All employees will familiarize themselves with the provisions of AR 600-50, AFR 30-30, and ESM 15-4.
- d.* The provisions of AR 600-50, AFR 30-30, and ESM 15-4 will be brought to the attention of all employees every 6 months. Training sessions, bulletin boards, bulletins, handouts, and similar media may be used.
- e.* Certain AAFES employees are required by AR 600-50, AFR 30-30, and ESM 15-4 to complete a confidential statement of employment and financial interests.

1-14. Employment of retired members of the uniformed services

- a.* A retired member of any of the Armed Forces may be employed by AAFES during the 180 days immediately following his retirement only if a State of national emergency exists, or if the proposed appointment is authorized by—
 - (1) The Commander, AAFES, for appointment of retired enlisted members to positions for which the annual salary rate does not exceed step one, grade UA 7.
 - (2) The Chairperson, BOD, for appointments of retired enlisted members to positions for which the annual salary rate exceeds step one, grade UA 7, and appointments of all retired officers regardless of the annual salary rate.
- b.* A request for such authorization may be made by the appropriate authority at the employing activity. Such requests will be processed through AAFES channels to the Commander, AAFES. If the Commander, AAFES, determines that the request does not meet the criteria outlined below, he will deny the request. Otherwise, he will approve or disapprove the request per *a*(1) above or forward the request with his recommendations to the Chairperson of the BOD, AAFES, for approval or disapproval per *a*(2) above. Each request will be accompanied by a statement which shows the actions taken to assure that—
 - (1) Full consideration was given to eligible and qualified AAFES employees;
 - (2) The vacancy has been well publicized and recruitment conducted over a period of time sufficient to give all an opportunity to apply;
 - (3) Qualification requirements for the position have not been written in a manner designed to give advantage to retired members;
 - (4) The position has not been held open pending retirement of members.
 - (5) Recruitment for the position has been conducted to assure that reasonable efforts were made to obtain applicants from all possible sources so that competition is not limited to retired members.
- c.* The retirement pay of a retired officer of a regular component of a uniformed service will be reduced under the provisions of 5 USC 5532.

1-15. Nepotism

- a.* The employment, appointment, or promotion of relatives of commissioned officers, noncommissioned officers, and civilian officials who hold administrative positions where they exercise jurisdiction or control over the employing AAFES activity is prohibited. Further, such officials may not advocate a relative's employment, appointment, or promotion anywhere within DOD.
- b.* The prohibition in *a* above, is to prevent favoritism and collusion. Members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potential for collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother and half sister.
- c.* If the policy in *a* and *b* above conflicts with a veteran's right to reemployment, action will be taken per paragraph 2-4f.

1-16. Loyalty and striking

No person shall accept or hold office or employment in the Government of the United States or any Government agency, including wholly owned Government corporations, who—

- a.* Participate in any strike against the US Government or such agency; or
- b.* Is a member of an organization of Government employees which assists or participates in a strike against the US Government or any Government agency, or imposes a duty or obligation to conduct, assist, or participate in a strike, knowing that these organizations engage in that activity or impose that duty or obligation.

1-17. Equal employment opportunity

a. There will be no discrimination in employment. The Federal policy against discrimination on the basis of race, religion, color, national origin, sex, age, marital status, political affiliation, mental or physical handicap is applicable to all applicants for employment, as well as to employees of the AAFES.

b. The Commander, AAFES, is authorized to administer Equal Employment Opportunity programs for civilian applicants and employees of the AAFES.

1-18. Veteran employment preference

Preference in employment will be given able-bodied veterans, disabled veterans and their wives, widows and mothers of deceased veterans, provided they are equally qualified with an applicant who has no veteran's preference for the vacant position and that the veteran's discharge or termination of US military service was under honorable conditions.

1-19. Employment of military personnel during off-duty hours

Enlisted personnel may be employed during their off-duty hours provided—

- a.* Compensation will be at the prescribed rate for such services performed by AAFES civilian personnel.
- b.* These employees may only be appointed to part-time or intermittent categories of employment and may not work more than 34 hours or 19 hours per week as appropriate.

1-20. Safeguarding Information

a. AAFES employees will not disclose or discuss official records and business of AAFES at any time, except as necessary to discharge official duties.

b. It is AAFES policy to prohibit prior distribution of official information not available to the general public to individuals who would gain an advantage not accorded others. It is not intended that unclassified information which may be released should be withheld from the press or the public.

c. Each employee is subject to penal laws, regulations, and Executive orders relating to safeguarding classified information.

1-21. Security clearance for civilian personnel

a. Army or Air Force regulations concerning nonappropriated fund civilian personnel security investigations and adjudications apply to AAFES employees at installations of the Army and Air Force, respectively.

b. Authority and procedures governing security investigations and clearances of employees of AAFES will be in accordance with AR 604-5, AR 690-1, AR 230-2, AFR 205-32 and AFR 40-202. With respect to paragraphs 6 and 10, AR 604-5 and paragraph 29, AFR 205-32, the Commander, AAFES, has the authority to exercise security clearance jurisdiction over Headquarters, AAFES, and its subordinate activities. The Commander also clears personnel for access to classified defense information after appropriate investigation required by departmental regulations has been accomplished.

1-22. Incentive Awards Program

The Commander, AAFES, will establish and administer an Incentive Awards Program to—

- a.* Recognize and reward AAFES employees whose suggestions for improving AAFES are adopted.
- b.* Recognize AAFES employees who have demonstrated exceptional performance beyond their normal duty responsibilities.
- c.* Recognize AAFES employees for length of AAFES service.
- d.* Recognize AAFES employees whose achievements result in extraordinary benefits to AAFES and the Departments of the Army and the Air Force with the AAFES Exceptional Civilian Service Award, consisting of a citation certificate and a gold-colored medal and lapel emblem. The justification must clearly reflect a level of achievement sufficiently higher than that recognized by the AAFES Meritorious Civilian Award and accomplishments that significantly benefit both the Army and Air Force. The nomination will cover a minimum of 1 year of service and must be submitted within 6 months after completion of the cited period.

(1) The recommending official will submit the nomination on six copies of AAFES Form 1900-19, Award Nomination, in the manner prescribed by the Commander, AAFES.

(2) It will be forwarded to the AAFES Senior Command Awards Board chaired by the Deputy Commander,

AAFES. On AAFES Board recommendation and with the AAFES Commander's concurrence the AAFES Board will prepare AAFES Exceptional Civilian Service Award, to include the employee's award citation.

(3) If the AAFES Commander is Air Force, the completed certificate And five copies of the nomination will be forwarded by the AAFES Board to HQUSAF/DPCER, Attn: Executive Secretary, Air Force Incentive Awards Board, Washington, DC 20314.

(4) If the AAFES Commander is Army, the completed certificate and five copies of the nomination will be forwarded by the AAFES Board to the Deputy Chief of Staff for Personnel, Department of the Army, Attn: Executive Secretary, Army Incentive Awards Board, Wash., DC 20310.

(5) In making their determinations, the Air Force and Army Incentive Awards Boards will follow the guidance in this regulation and the criteria in AFR 40-470 and AR 672-20. The criteria to be met for this award will be the same as that required for the decoration for Exceptional Civilian Service Award given to employees paid from appropriated funds.

(6) If the board considering the nomination recommends approval, it will process the award directly to the administrative assistant of the secretary of its service component. If approved and signed by that service secretary, the administrative assistant of that service will forward the file to the administrative assistant of the other service for signature of the other service's secretary. Both the Secretary of the Air Force and the Secretary of the Army will honor each other's signature and approve and sign the certificate.

(7) If a change occurs in the service component of the AAFES Commander during processing of the award, the manner of processing will remain unchanged.

(8) If either the Air Force or Army Incentive Awards Board declines to recommend approval of the award, the nomination will be returned to the AAFES Senior Command Awards Board.

1-23. Administering oaths

The administration of oaths for affidavits, investigations, and other documents or procedures requiring sworn testimony will be accomplished by a notary public or military officer on active duty.

1-24. Falsification of records

a. Any employee who, for the purpose of concealing or misrepresenting a material fact, willfully or unlawfully alters, falsifies, or destroys, or causes to be altered, falsified, or destroyed official AAFES or other Government documents, records, or files, regardless of motive, is subject to separation for cause or other disciplinary action.

b. Any employee who knowingly and willfully prices or sells, or causes to be priced or sold, merchandise or services contrary to the established sale price, regardless of motive, is subject to separation for cause or other disciplinary action.

1-25. Employees to furnish required reports and Information

It is each employee's duty to report and furnish information, whether favorable or unfavorable, regarding matters of official interest as may be required by competent authority, including supervisors and investigative officials. Refusal to furnish required reports or information, or deliberate concealment or misrepresentation of material facts in a report or statement, will constitute grounds for separation for cause or other disciplinary action.

1-26. Arrest, Indictment, or conviction for criminal offenses

a. Conviction of a felony, and in some instances of a lesser crime, may constitute a basis for disciplinary action, including separation. The mere fact of an arrest or indictment on a charge of a criminal offense is not a basis for disciplinary action. However, the alleged misconduct itself, stated in specific terms, may be the basis for disciplinary action, regardless of any arrest, indictment, conviction or even acquittal in judicial proceedings. Disciplinary action on charges of misconduct or delinquency need not wait upon a conviction of an employee for a criminal offense. Likewise, an employee's acquittal on an indictment charging him with committing a criminal offense does not invalidate prior disciplinary action or prohibit subsequent disciplinary action for the cause that resulted in the arrest or indictment, as long as the disciplinary action is independent of the judicial proceedings.

b. Any employee arrested or indicted for any offense, including driving while intoxicated and vehicular homicide or related charges, but excluding minor traffic violations, will report the arrest or indictment to the servicing personnel manager whether or not the conduct resulting in the arrest or indictment occurs on or off duty. The servicing personnel manager will submit a report to the Director, Personnel Division, HQ AAFES, AAFES-Europe or AAFES-Pacific, as appropriate, to include the date of the arrest or indictment and the nature of the charges brought. Employees will be reminded of this obligation whenever Standards of Conduct reviews are conducted.

c. Refusal or failure of an employee to make a report of arrest or indictment will constitute grounds for separation for cause or other disciplinary action.

1-27. Assignments to areas of armed conflict

a. Notwithstanding any other provision of this regulation, UA employees assigned outside the United States, its territories, and possessions to a geographic area of armed conflict may have a workweek in excess of 40 hours, as may

be determined by the Commander, AAFES. These employees will be eligible for overtime pay for hours in excess of 40 hour's per week, or 8 hours per day, as applicable based on instructions published by the Commander, AAFES.

b. UA (non-EMP) employees who transfer to such geographic areas from another position will be transferred back to their former position after serving a tour of duty in those areas. If such a position cannot be made available, a similar position in the same grade will be offered in the general geographic area of the former position. If this is not reasonably possible, a similar position of the same grade will be offered in another area.

c. Employees newly hired under special employment agreements for specified periods of employment in such geographical areas will be separated upon expiration of the agreed period or extension. If rehired within 180 days, this employment will be considered a reinstatement under the provisions of paragraph 2-4, except that the reinstatement will be at the salary for the step of the position grade which is determined after crediting length of former agreed period of service toward within grade step increases.

Section IV

Foreign and Nonforeign Areas

1-28. Treaties and overseas command policy

Employees in overseas foreign areas will be subject to the terms and conditions of applicable treaties, agreements, laws, and overseas command policies as well as to this regulation.

1-29. Employment of US citizens in foreign countries

US citizens and US nationals will be employed on the Hourly Pay Plan, a Special Pay Plan, or the UA Salary Plan. On the prior approval of the Commander, AAFES, in special circumstances, these employees may be hired under a special contract of employment.

1-30. Oversea allowances and differentials

Per Executive Order 11137, 7 January 1964, and Executive Order 10000, 16 September 1948 (13 F.R. 5453), as amended, civilians employed overseas who are US citizens will receive allowances and differentials under rates of payments authorized or listed in the Department of State Standardized Regulations (Government Civilians, Foreign Areas) and in regulations published in the Federal Personnel Manual.

a. Foreign areas overseas differentials and allowances.

(1) Foreign areas are defined as areas (including the Trust Territory of the Pacific Islands) situated outside the United States, the Canal Zone and the areas listed in Section 591.202 of Title 5 of the Code of Federal Regulations (revised as of 1 Jan 76).

(2) The rates of payments authorized for the allowances and differentials will be the same as those prescribed for other employees of the Departments of the Army and the Air Force in the same locality.

(3) The types of allowances and differentials will be the same as those authorized for other employees of the Departments of the Army and the Air Force in the locality, except that an education allowance may be paid as authorized in Section 270 of the Department of State Standardized Regulations (Government Civilians, Foreign Areas) under Executive Order 10903.

(4) US citizen employees who are recruited from the United States and meet the eligibility requirements contained in Section 030 of the Department of State Standardized Regulations (Government Civilians, Foreign Areas) are eligible for overseas allowances and differentials, provided that their rates of basic compensation are fixed in conformity with rates paid for work of a comparable level of difficulty and responsibility in the United States, exclusive of Alaska and Hawaii.

b. Nonforeign areas allowances and differentials.

(1) Nonforeign areas are defined as Alaska, Hawaii, the Commonwealth of Puerto Rico, Virgin Islands, Guam, and other areas listed in Section 591.202 of Title 5 of the Code of Federal Regulations (revised as of 1 Jan 76).

(2) Eligibility requirements and rates of payments authorized will be the same as those prescribed by the OPM in regulations published in the Federal Personnel Manual, chapter 591, under Executive Order 10000 of 16 September 1948 (13 F.R. 5453), as amended, for other employees of the United States in the same locality.

(3) The allowances and differentials prescribed will not apply to employees who are stationed in either the Canal Zone or in any "foreign area" as defined in a(1) above.

(4) Allowances or differentials, or both, will be prescribed only for those eligible employees whose pay is fixed by statute and who are paid from the UA Schedule.

c. These allowances and differentials will be excluded from computations made for purposes of group insurance and retirement deductions. Allowances and differentials will be included in the lump sum vacation leave payment at time of separation only when the employee is separated at the nonforeign post while he is still entitled to receive or is receiving an allowance differential.

1-31. Entitlement to Government quarters and facilities (effective 3 May 1975)

AAFES employees in foreign areas in positions for which it is necessary to recruit from the United States will be provided facilities including Government quarters and family housing under policies set forth in DOD Directive 1400.6 and other pertinent regulations. The principle of equal treatment of nonappropriated fund personnel with appropriated fund personnel will apply.

1-32. Medical and health services (effective 3 May 1975)

AAFES employees in foreign overseas areas in positions for which it is necessary to recruit from the United States will have access to the same medical health service provided appropriated fund personnel under the provisions of 5 USC 7901, Health Services Program for Civilian Employees, and Bureau of the Budget Circular A-72, Federal Employees Occupational Health Service Programs.

Chapter 2 Employment and Performance

Section I Recruitment, Appointment, and Rehire

2-1. Recruitment

- a.* Qualified individuals from outside sources may be considered for recruitment. Outside sources may include, but are not limited to, State employment agencies, schools, colleges, universities, trade and commercial associations, and Government agencies. Newspaper advertisements, posters, and bulletin board notices may be used when necessary.
- b.* No fees will be paid by AAFES to employment agencies, except upon specific prior approval by the ER chief, OES commander, distribution region chief, or the Commander, AAFES.
- c.* Applicants will be required to submit an AAFES application for employment prior to being considered for appointment. Applications of individuals not appointed will be retained on files no less than 3 months, and each applicant will be notified of the local Procedures required to update or renew the application.

2-2. Appointment criteria

- a.* To be considered for appointment, an individual must submit a complete and accurate application and meet the minimum requirements for the position.
- b.* Approval from the Commander, AAFES, must be secured prior to consideration of any individual who—
 - (1) Was separated from previous employment with AAFES for cause, disqualification, unsatisfactory performance, or gross inefficiency;
 - (2) Was convicted of a felony;
 - (3) Was convicted of a misdemeanor (other than as a juvenile offense) involving a fraudulent or dishonest act; or
 - (4) Was discharged from the Armed Forces of the United States under other than honorable conditions.
- c.* If the individual was previously employed by AAFES, approval (oral or written) will be secured from the Director of Personnel Division, HQAAFES, when the individual is being considered for a UA position. When such an individual is being considered for an HPP or a Special Pay Plan position, the appointing authority may effect the appointment if he determines such action appropriate after securing a recommendation (oral or written) from the appointing authority where the individual was previously employed. An individual may be appointed prior to receipt of the recommendation.
- d.* Previously employed individuals who have retired on an immediate annuity under the AAFES Retirement Annuity Plan may not be rehired by AAFES except as intermittent casual or intermittent on-call employees. AAFES employees who are terminated with a disability annuity and are later found to be ineligible for continuance of the disability annuity may be rehired by AAFES in any capacity.

2-3. Appointment

- a.* After selection of an individual for appointment, but prior to official appointment, each individual must submit the following:
 - (1) Evidence that he is in satisfactory physical condition, if requested. The appointing authority may, if advisable, require a medical certificate or physical examination at AAFES expense.
 - (2) Evidence of compliance with the provisions of paragraphs 1-7f and 1-14.
 - (3) Work permit, birth certificate, or other evidence of minority or majority status when requested by the appointing authority. Individuals under 16 years of age will not be employed. However, the employment of U.S. citizen dependents of DoD military and civilian personnel assigned in the host country foreign area, aged 14 and 15, under summer and student programs and paid under a special summer and student wage schedule, is authorized.

- (4) AAFES form 1100-1 (Affidavit).
 - (5) IRS Form W-4 (Employee's Withholding Exemption Certificate).
 - (6) AAFES Form 1700-10 (Employee Insurance Data).
 - (7) Social Security Form OA-702 (Social Security Account Number Card).
 - (8) DD Form 398 (Statement of Personal History) if required by the appointing authority.
 - (9) AAFES Form 1100-4 (Certificate of Understanding).
 - (10) Statement of Mobility, as prescribed by the Commander, AAFES.
- b.* The appointing authority will ensure that written references are requested and will determine the cases in which a preemployment credit report is required.
- c.* Official appointment will be effective on the date indicated on a properly authenticated AAFES personnel request.
- d.* RFT and RPT appointments are considered probationary for the periods specified below and these periods may not be extended.
- (1) Positions Paid under the UA, management trainee program, and college trainee program—1 year.
 - (2) All other positions—6 months.
- e.* Employees will not be appointed to part-time, temporary, or intermittent employment for the purpose of determining the employee's suitability for regular full-time employment.
- f.* Employees will be appointed to step 1 of the grade signed to the position the employee will occupy, except that:
- (1) Upon specific approval by the Commander, AAFES, a UA employee may be appointed to step 2 or higher.
 - (2) HPP and CPP employees with special qualifications or experience may be appointed to step 2 in recognition of special qualifications, as provided in Federal Personnel Manual Supplement 532-2, Subchapter S8. Requests for appointment of these employees to a step higher than step 2 will be forwarded to the Commander, AAFES, for consideration.
 - (3) UA employees who will require further training may be assigned to a lower grade, under the provisions on training assignments in section I, chapter 4.

2-4. Reinstatement of former employees (effective 3 May 1975)

- a.* A regular full-time or regular part-time employee who satisfactorily completes the probationary period and who is separated from AAFES employment but later reemployed as a regular full-time or regular part-time employee within 6 months from the effective date of the separation will be considered reinstated. The authenticated personnel request will indicate that the employee has been reinstated.
- b.* The step rate of a reinstated employee will be:
- (1) The same step rate received at the time of separation if the reinstatement is to the same grade level and type of wage schedule within the same wage area;
 - (2) The step rate determined as though the action were a promotion, downgrade, or reassignment, as appropriate, if the reinstatement is to a different grade level, type of wage schedule, or wage area. In this case, the provisions governing promotion, downgrade, or conversion, as appropriate, will apply. The provisions of chapter 3, sections V and VI, are not applicable.
- c.* A reinstated employee will retain and accrue employee benefits (sick leave, time for step advancement, etc.) as if he had been in a leave-without-pay status at his previous grade and step during the break in service, except if, as a regular full-time employee, contributions to the retirement fund (including any interest)—
- (1) Were not returned to the employee upon separation, previous employment, and the time between separation and reinstatement as a regular full-time employee. This time will be counted for retirement only if the employee contributes a sum to the retirement fund equal to the contribution that would have been deducted had the employee been in a continuous pay status. Further, unless such payment is made within 1 year, the employee will be assessed interest, under the redeposit provisions of the AAFES Retirement Plan.
 - (2) Were returned to the employee upon separation, the employee may pay the contribution back to AAFES (including any interest). In such cases, previous employment and the time between separation and reinstatement as a regular full-time employee will be counted for retirement only if the employee contributes a sum to the retirement fund equal to the contributions that would have been deducted had the employee been in a continuous pay status. Further, unless this payment is made within 1 year, the employee will be assessed interest in accordance with the provisions of the AAFES Retirement Plan. Alternatively, the employee may retain the contributions returned; in this case, the employee's creditable service for retirement purposes only will commence effective with the date of reinstatement to regular full-time status.
- d.* A regular full-time employee who is separated and later reemployed in a category other than regular full-time will be granted credited service for retirement purposes under the provisions of c(2) above. Credit will be for the period beginning with separation as a regular full-time employee provided the employee is changed to regular full-time within 6 months of the date last assigned to a regular full-time category. Similarly, a regular full-time status will be granted credited service for retirement purposes under the provision of c(2) above. Credit will be for the period

beginning with termination of regular full-time status provided the employee is subsequently changed back to regular full-time status within 6 months of the date last assigned to a regular full-time category.

e. A nonprobationary regular full-time or regular part-time employee who is separated, rehired in a category other than regular full-time or regular part-time, and subsequently changed to regular full-time or regular part-time within 6 months from the date of initial separation will be considered reinstated, and the provisions of a, b, and c above will apply.

f. All regular full-time and regular part-time AAFES civilian employees who enter the Armed Forces of the United States will have veteran reemployment rights, in accordance with the Military Selective Service Act of 1967, as amended (38 USC 2021), as follows:

(1) A veteran will be reemployed within 30 days after application for restoration to his former position if the position still exists, provided the veteran applied for reemployment within 90 days of release from military service or from hospitalization continuing after discharge for a period of not more than 1 year. If reemployment to the former position is not possible, or the individual is no longer qualified, the veteran will be placed in a position of like responsibility, status, and pay for which he is qualified.

(2) If the veteran cannot be placed in any position in the exchange where he holds reemployment rights, his record will be forwarded to the appropriate exchange region, oversea exchange, distribution region, or Headquarters, AAFES, for possible placement in other exchange activities.

(3) When a veteran is returned to his former position and that position has been reallocated to a higher level without substantial change in duties and responsibilities, he will be entitled to all benefits of the reallocation.

(4) A veteran restored under these provisions will not be separated for 1 year after date of reinstatement without cause.

(5) On return from military service, a reemployed veteran will be given full credit for all step advancements for which he would have been considered if he had been present.

(6) If reemployment is denied after active military service, the complaint and grievance provisions of chapter 3 will apply to these employees.

2-5. Rehire of former employees

Employee who are separated and are reemployed, but who do not qualify for reinstatement under paragraph 2-4 will be considered as rehired. Employees who are rehired will be considered the same as newly appointed employees, except that:

a. (*Effective 3 May 1975*). Prior DOD NAFI service as a regular full-time or regular part-time employee and all AAFES service as a regular full-time employee, regular part-time employee, and temporary full-time employee changed to regular full-time employment will be creditable service for purposes of determining annual leave accrual rate; and

b. On payment of any required deposit or redeposit of retirement contributions, including interest, the employee will receive for retirement purposes credited service for the prior periods of service under provisions of the AAFES retirement program (for individuals rehired to regular full-time status only).

c. Previous creditable time will be included in considering the employee for service awards.

d. Prior DOD NAFI service in regular full-time or regular part-time categories will be included in determining the length of service for RIF purposes.

Section II

Categories of Employees

2-6. Regular full-time

Regular full-time employees are those people who are hired for continuing positions and who have a regularly scheduled workweek of 35 hours or more.

2-7. Regular part-time

Regular part-time employees are those people hired for continuing positions from a minimum of 20 hours per week but less than 35 hours per week on a regularly scheduled basis.

2-8. Temporary full-time

Temporary full-time employees are employees hired for an unspecified period not to exceed 12 months. These employees have a regularly scheduled workweek of 35 to 40 hours. Employees working for more than 12 months will be changed to regular full-time.

2-9. Temporary part-time

A temporary part-time employee is an employee hired for an unspecified period of less than 12 months with a

regularly scheduled workweek of at least 20 but less than 35 hours. Employees working more than 12 months will be changed to regular part-time (para 4-18).

2-10. Intermittent

Intermittent employees may be either casual, on-call, or regularly scheduled. They may be hired primarily to perform: a non-recurring job on either a part-time or full-time basis, or less (casual); a recurring job but not for a definite period or with a regularly scheduled workweek (on-call); or appointed to serve in a position with a regularly scheduled workweek of less than 20 hours (regularly scheduled).

2-11. Separation of Intermittent employees

Separations of intermittent (on-call) and intermittent (regularly scheduled) employees will be provided in paragraph 3-23.

2-12. Employee use, payment, and benefits

a. Regular full-time, regular part-time, temporary full-time, temporary part-time, and intermittent employees will be used to perform approved standard and nonstandard jobs. Intermittent employees may also be used to fill unskilled non-recurring jobs.

b. Payment will be made—

- (1) Under the UA, HPP, or Special Pay Plan for all employees.
- (2) Under the terms of the contract when the employee is hired per an employment contract.
- (3) To intermittent (casual) employees from the working fund disbursement account.

c. Subject to limitations in the provisions relating to benefits, the following employees are eligible for major benefits:

- (1) Group Insurance—regular full-time employees.
- (2) Retirement Benefits—regular full-time employees.
- (3) Overtime Pay—all employees except designated executive, administrative, and professional employees. (Generally, all employees except exempt UA employees may be eligible for overtime pay.) (See para 2-22.)
- (4) Shift Differential—all employees paid under the HPP and CPP.
- (5) Time off for Holidays—all employees, except intermittent (on-call) and intermittent (casual) employees.
- (6) (*Effective 3 May 1975*). Military Leave with Pay—regular full-time and regular part-time employees.
- (7) (*Effective 3 May 1975*). Sick Leave—regular full-time and regular part-time employees.
- (8) (*Effective 3 May 1975*). Maternity Absence—regular full-time employees and regular part-time employees.
- (9) (*Effective 3 May 1975*). Annual Leave—regular full-time employees and regular part-time employees.
- (10) Step advancements—regular full-time, regular part-time, temporary full-time, temporary part-time, and intermittent employees paid under the UA Salary Plan or the HPP and CPP.
- (11) Premium Pay for Sunday Work—all full-time employees with a regular scheduled workweek of 40 hours.
- (12) Night Pay Differential—all categories of employees paid under the UA Salary Plan.

Section III

Hours of Work

2-13. Administrative workweek

The administrative workweek will consist of 7 consecutive days extending from 0001 Saturday to 2400 the following Friday.

2-14. Regular scheduled workweek

a. The regular scheduled workweek consists of the specific days and hours during the administrative workweek that the employee is scheduled to work.

b. The regular scheduled workweek will not exceed 40 hours. Except where inconsistent with operational needs, the hours scheduled will not exceed 8 hours per workday and will not be scheduled for more than 5 days in an administrative workweek. The regular scheduled workweek will not include hours on more than 6 days or include more than 10 hours on any one workday.

c. Changes in the regular scheduled workweek will be posted on employee bulletin boards or otherwise brought to the attention of the employees at least 1 week prior to the effective date of the new schedule, except in cases of emergency or extraordinary operational needs. However, changes in an employee's regular scheduled workweek resulting in a reduction in compensation, as defined in paragraph 3-1r, are considered adverse actions, and the notice requirements and other administrative procedures governing adverse actions will apply.

d. Frequent changes of the regular scheduled workweek will not be made.

e. Personnel Assigned as over-the-road drivers may be scheduled to work up to a maximum of 10 hours per day following 8 consecutive hours off duty subject to the following conditions.

- (1) Driver will not be permitted to drive more than 10 hours.
- (2) Driver will not be permitted to drive after having been on duty 15 hours.
- (3) The basic workweek will not exceed 40 hours.

2-15. Meal periods

- a. No employee will be permitted to work more than 6 hours in any workday without a meal period.
- b. Meal periods will be indicated on the work schedule.
- c. Meal periods will be scheduled for not less than 30 minutes nor more than 1 hour.
- d. Meal periods will not be considered as work time, except to determine eligibility for shift differential.
- e. As an exception to b, c, and d above, on determination by the appointing authority, employees may be scheduled to have their meal period on the job. In that case, the employees will be authorized a total of 20 minutes during a designated period in which they may have their meal. Such meal periods are considered time worked. On-the-job meal periods will be authorized only when it is not reasonably practical or economical to provide a normal meal period.

2-16. Workday

A workday consists of the hours which comprise the employee's regularly scheduled duty within any 24-hour period, whether falling entirely within 1 calendar day or not.

2-17. Minimum hours

- a. Normally, no employee, except an intermittent (casual) employee, will be required to work less than 3 hours in one workday unless the duties to be performed are recurring in nature and a shorter period is acceptable to the employee.
- b. No intermittent (casual) employee will be required to work less than 2 hours in a workday.

2-18. Rest periods

- a. Except when clearly inconsistent with operational requirements, employees working 6 hours or less will have one 15-minute rest period. And employees working more than 6 hours will have two 15-minute rest periods during the workday.
- b. Rest periods will be taken at the times designated by the supervisor.
- c. Rest periods are considered as time worked.
- d. Additional personnel will not be assigned to allow employees rest periods.

2-19. Time worked

Time worked will be recorded in hours and tenths of an hour and will include—

- a. All hours when the employee was directed or permitted to work (including rest periods).
- b. (*Effective 1 May 1974.*) Hours worked at either a permanent or temporary duty station. Time spent traveling away from the official duty station during regular working hours is considered hours worked. Time spent traveling away from the official duty station that occurs outside regular working hours is considered hours worked under the Fair Labor Standards Act for HPP employees and nonexempt UA employees if such employees:
 - (1) Perform work while traveling (such as travel as a driver of a vehicle),
 - (2) Travel as a passenger to a temporary duty location and return the same day, or
 - (3) Travel as a passenger on nonworkdays during hours which correspond to the regular working hours.

2-20. Employees under 18 years of age

- a. Employees under 18 years of age will not be permitted to work after 2200 hours or before 0600 hours.
- b. Employees under 18 who are attending school full time will not be permitted to work more than 4 hours on any school day, more than 8 hours on nonschool days, or more than 28 hours during any administrative workweek.
- c. Employment of persons under 16 years of age is prohibited (except in oversea areas where employment at a younger age is authorized by DOD policy).

2-21. Pregnant employees

A pregnant employee may work any shift or any number of hours per day or per workweek provided that she furnishes a current certificate from her physician that working such shift or such hours would not endanger her health. This certification will be renewed upon request or at least monthly (para 5-34a and b).

2-22. Overtime

- a. Only time worked in excess of 8 hours a day or 40 hours during the administrative workweek is considered overtime work as provided in c and d below.

- b. AAFES policy is to keep overtime work at a minimum.
- c. HPP and CPP employees qualify for overtime pay when they have worked in excess of 8 hours a day or 40 hours during the administrative workweek, whichever results in the greater number of overtime hours officially authorized and performed by the employee.
- d. Employees under the UA Salary Plan who do not qualify as bona fide executive, administrative, or professional employees as defined in the Fair Labor Standards Act (FLSA) are entitled to overtime pay for all work in excess of 40 hours during the administrative workweek since they are nonexempt from the provisions of the FLSA. The rules for administration of the Act are included in the series of the Federal Personnel Manual 551 Letters.
- e. Unless unusual circumstances arise, overtime work should be scheduled and notice should be provided at least 1 week in advance. An employee will not be required to work overtime without at least 1 day's notice, except in emergencies. On a voluntary basis, employees may work overtime without prior notice. An employee otherwise entitled to overtime pay may be worked on an occasional basis, not to exceed 15 minutes of the regular scheduled hours of the workday, without payment. Periods of 15 minutes or less are accumulated but are dropped for each day. Periods of more than 15 minutes will be recorded as tenths of an hour, e.g., 16 minutes will be recorded as three-tenths of an hour. To be considered worktime, the employee must be told or permitted to work by an exchange official for periods in excess of the regular assigned workday, and the tasks performed must be productive and part of the job.
- f. Compensatory time off will not be authorized for nonexempt employees under the FLSA, except for religious observance.

2-23. Overtime pay

- a. Overtime pay will be at the rate of 1 1/2 times the employee's rate of basic pay.
- b. Hours for purposes of overtime pay for employees paid under the HPP or CPP include—
 - (1) Hours worked.
 - (2) Hours of annual, sick, home and administrative leave.
 - (3) Authorized holiday hours, if any, in accordance with paragraph 2-27. (If the employee is required or permitted to work, include the greater number of hours worked or hours of time off authorized under paragraph 2-27.)
- c. Hours for purposes of overtime pay for employees under the UA Salary Plan who are designated as nonexempt, to include all hours an employee is required to be on duty, on the installation's premises, or at a prescribed work place, and all time during which he is permitted to work for the AAFES (FPM Letter 551-1, Attachment 4, "Hours Worked" under the Fair Labor Standards Act.

2-24. Premium pay for Sunday work

- a. All full-time employees paid under the UA, HPP, and CPP, whose regular work schedule includes 8 hours or more, any part of which is on a Sunday, are entitled to be paid at the employee's rate of basic pay plus 25 percent premium pay for each hour or regularly scheduled work performed during that period of service but not in excess of 8 hours. Premium pay will be allowed only to employees who have a regular scheduled workweek of 40 hours exclusive of scheduled overtime.
- b. If an employee's regular work schedule includes a period of service of less than 8 hours, any part of which is on a Sunday, the employee is entitled to Sunday premium pay only for the hours worked not in excess of the number of hours regularly scheduled for the period.

2-25. Additional hours

- a. An employee may be required to work hours in addition to those included in his regular scheduled workweek. Employees will not be required to work more than 40 hours during the administrative workweek on a continuing basis (whether or not eligible for overtime pay).
- b. Employees nonexempt under the Fair Labor Standards Act will not be requested to work additional hours during the workweek and be authorized to come in at a later time or leave earlier another day during the workweek to compensate for the additional hours. This is construed as compensatory time.

2-26. Shift differential

- a. Eligible employees are entitled to a shift differential in addition to their hourly (scheduled) rate—
 - (1) amounting to 7 1/2 percent of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 1500 and 2400 hours, and
 - (2) amounting to 10 percent of the hourly rate for regularly scheduled nonovertime work, the majority of the hours of which occur between 2300 and 0800. When authorized, shift differential is payable for the entire shift. A majority of hours for purposes of this paragraph is a number of whole hours greater than one-half of the regularly scheduled (nonovertime) shift, to include meal breaks of 1 hour or less. (For example, an employee must work 5 hours of a scheduled 8-hour shift during the period covered by night differential to qualify for payment.)
- b. When an employee's regular workday schedule for a holiday qualifies for shift differential, his rate for holiday pay will include shift differential, whether or not he is required to work the holiday.

- c. Shift differential will be included as a part of the rate of basic pay in the computation of overtime pay, holiday pay, Sunday premium pay, sick leave, annual leave, and lump sum payments for annual leave only.
- d. Intermittent employees are entitled to shift differential if the majority of their regularly scheduled nonovertime work occurs during the periods stated in a(1) or (2) above.
- e. UA employees are entitled to a night pay differential per paragraph 2-28.

2-27. Legal holidays

a. A regular full-time or regular part-time employee whose regular scheduled workweek includes one of the following legal holidays will observe the holiday on that date for all hours normally scheduled:

- (1) New Year's Day, January 1.
- (2) Washington's Birthday, the 3d Monday in February.
- (3) Memorial Day, the last Monday in May.
- (4) Independence Day, July 4.
- (5) Labor Day, the 1st Monday in September.
- (6) Columbus Day, the 2d Monday in October.
- (7) Veteran's Day, November 11.
- (8) Thanksgiving Day, the 4th Thursday in November.
- (9) Christmas Day, December 25.
- (10) Any other day designated as a holiday by Federal statute or Executive order.

b. (*Effective 3 May 1975.*) Any regular full-time or regular part-time employee whose basic workweek is Monday through Friday will be excused on Monday when a holiday falls on Sunday and on Friday when a holiday falls on Saturday.

(1) Any regular full-time or regular part-time employee whose basic workweek includes Sunday and who would ordinarily be excused from work on a holiday falling within his basic workweek will be excused from work on the next workday of the basic workweek whenever a holiday falls on a day that has been administratively scheduled as the employee's regular weekly nonworkday in lieu of Sunday.

(2) Any regular full-time or regular part-time employee whose basic workweek includes Saturday and who would ordinarily be excused from work on a holiday falling within his basic workweek will be excused from work on the preceding workday of the basic workweek whenever a holiday falls on a day that has been administratively scheduled as the employee's regular weekly nonworkday in lieu of Saturday.

c. The holiday for a full-time employee who, because of the nature of his duties, is not assigned a regular schedule of definite hours of duty for each workday will be determined as follows:

(1) If a holiday occurs on Sunday, the official with authority to administer personnel will designate in advance either Sunday or Monday as the employee's holiday, and the employee's basic workweek will include a minimum of 7 hours on the day designated, as the employee's holiday.

(2) If a holiday occurs on Saturday, the official with authority to administer personnel will designate in advance either that Saturday or the preceding Friday as the employee's holiday, and the employee's basic workweek will include a minimum of 7 hours on the day designated as the employee's holiday.

(3) If a holiday occurs on any other day of the week, that day will be the employee's holiday and the employee's basic workweek will include a minimum of 7 hours on the day designated as the employee's holiday.

d. (*Effective 3 May 1975.*) All temporary full-time, temporary part-time, and intermittent (regularly scheduled) employees will be authorized time off for holidays only when the holiday falls on a scheduled workday.

e. Intermittent (on-call) and intermittent (casual) employees will not be authorized time off for a holiday with pay or to receive holiday pay if required to work.

f. (*Effective 8 May 1975.*) All employees, except employees in a LWOP or AWOL status, who are authorized time off for a holiday will be paid at their scheduled rate of pay (plus shift differential, if applicable) for all hours normally scheduled.

g. (*Effective 3 May 1975.*) Any employee whose workday covers portions of 2 calendar days and who would, except for this provision, ordinarily be excused from work for the hours of any calendar day on which a holiday falls will, instead, be excused from work for the entire workday which commences on any such calendar days. When a holiday is less than a full day, proportionate credit will be given.

h. Employees may be required to work on holidays including substituted days even though they are authorized time off in accordance with the foregoing. Employees eligible for overtime pay (see para 2-22c) who must work on holidays will receive the basic pay for the number of regularly scheduled hours plus holiday premium pay (which is in addition to the regular basic pay) for the number of nonovertime hours actually worked on the holiday. Intermittent (regularly scheduled) theater employees who must work on holidays will receive double the authorized special piece-rate (performance rate).

2-28. UA premium pay (effective 3 September 1977)

UA employees worldwide are eligible for premium payments as follows:

a. Overtime pay.

(1) The FLSA doctrine of compensation for hours permitted to be worked in excess of 40 hours in an administrative workweek does not apply to exempt employees. Exempt employees will, therefore, not be eligible for overtime pay or given compensatory time off for work in excess of 40 hours in an administrative workweek under the FLSA rules. Under the provisions of appendix B-1, DOD Personnel Policy Manual for NAFIs, however, exempt UA employees may be eligible for overtime pay or compensatory time off under unusual circumstances. Additionally, paragraph 1-27 authorizes overtime pay for exempt UA employees assigned to areas of armed conflict.

(2) Nonexempt employees are entitled to 1 1/2 times their rate of basic pay for all hours worked in excess of 40 in 1 administrative workweek under the same pay administration rules as those applicable to General Schedule employees.

b. Holiday premium. Exempt and nonexempt UA employees are eligible for double time pay for all nonovertime hours worked on designated US holidays.

c. Sunday premium. Exempt and nonexempt UA employees are eligible for 25 percent premium pay for scheduled hours worked (limited to 8 hours per shift) on a Sunday.

d. Night differential. Exempt and nonexempt UA employees are entitled to night differential under the same pay administration rules as those applicable to General Schedule employees.

Section IV

Performance Reviews

2-29. Purpose

a. Performance reviews are used to promote effective use of exchange employees. Preparation of performance reviews stimulates supervisors to evaluate objectively their performance and that of subordinates. Performance reviews identify for the employee those areas where his performance is satisfactory or outstanding, as well as those areas where improvement is required.

b. The performance review is not to be construed as limiting the responsibility of supervisors for continuous informal evaluations of employees under their supervision. Whenever appropriate, supervisors will thoroughly discuss with employees their improvement in job performance or failure to achieve or maintain expected standards of job performance.

2-30. When performance reviews are required

Performance reviews will be prepared as follows:

a. Sixty days prior to the end of the 1-year probationary period and 30 days prior to the end of the 6-month probationary period.

b. After 120 days from the date of employment for UA employees excluding trainees in the management trainee program and the college trainee program.

c. Annually, as prescribed by the Commander, AAFES.

d. When the employee or his immediate supervisor is transferred, as prescribed by the Commander, AAFES.

e. At the end of the prescribed period indicated in a warning letter issued under paragraph 3-11.

2-31. Performance review forms

Performance reviews will be prepared on forms prescribed by the Commander, AAFES.

2-32. Preparation, review, and approval of performance reviews

a. The individuals responsible for preparation, review, and approval of performance reviews for all AAFES employees will be as prescribed by the Commander, AAFES.

b. If the individual designated to prepare, review, or approve the performance review is sick or otherwise absent for a prolonged period, the next line supervisors will, as appropriate, prepare, review, or approve the Performance review.

2-33. Administration of performance reviews

a. After the performance review has been prepared, reviewed, and approved, it will be shown to the employee and, discussed with him by the supervisor. The employee will be provided a copy of the performance review

b. If the employee objects to the performance review, he may, within 60 days after being furnished a copy of the performance review by his supervisor or other appropriate official, submit his comments to the approving authority. The approving authority may, within 60 days of receipt of the employee's comments, revise the performance review by making appropriate changes where warranted. If the approving authority revises the performance review, a copy will be provided the employee.

c. The employee's comments and the approving authority's advice to the employee of the final action on the

performance review will be attached to the performance review and will be filed with all copies of the performance review.

2-34. Furthering equal employment opportunity

AAFES requires commitment and participation in providing equal employment opportunity (EEO) be considered as major factors in appraising performance. This aspect of the leadership role, together with the other supervisory and managerial responsibilities, must be properly evaluated in appraising supervisors and managers. Such employees will be appraised and rated on their personal participation in EEO program leadership and administration, fairness in making selections, administering discipline, encouragement and recognition of employee achievements, understanding and treatment of minority group and women employees, and attention and sensitivity to the developmental needs of employees. The performance rating form will reflect that these considerations have been included in the appraisal for supervisory and managerial employees.

Chapter 3 Personnel Relations

Section I General

3-1. Explanation of terms

The terms listed below as used in this chapter are defined as follows:

a. Adverse action. An action taken against an employee that is contrary to the employee's best interests; it is appealable under the procedures prescribed in section VI, this chapter. An adverse action may be either a disciplinary or a nondisciplinary type action.

b. Nondisciplinary action. All administrative actions taken by management that do not fall within the definition of a disciplinary action, but cause dissatisfaction with the employee. These actions may or may not be subject of a complaint, grievance, or adverse action dependent upon the specific action taken. Nondisciplinary actions include, but are not limited to:

- (1) Counseling;
- (2) Warning letter;
- (3) Unsatisfactory performance review;
- (4) Downgrade or, reduction in compensation based on: reorganization; reallocation; conversion; unsatisfactory performance; transfer because of a RIF action; a reinstatement or rehire;
- (5) Administrative separation; and
- (6) Withholding of step advancement (para 4-3).

c. Counseling. A discussion between the employee and one or more of his supervisors in an effort to promote more effective performance from the employee.

d. Appellate authority. The official designated in paragraph 3-38 to consider appeals made from an adverse action.

e. Administrative separation: Any separation other than a disciplinary separation.

f. Disciplinary action. Action taken by management as a result of an employee's conduct; action or lack of action under circumstances where he should have acted. Authorized disciplinary actions are:

- (1) Oral reprimand;
- (2) Written reprimand;
- (3) Suspension;
- (4) Disciplinary downgrade;
- (5) Disciplinary separation; and
- (6) Withdrawal of EMP status, except for declination of transfer, which is nondisciplinary.

g. Disciplinary separation. A separation for cause.

h. Complaint. An oral request by an employee for personal relief from matters of concern or dissatisfaction that are subject to control of AAFES and are not excluded by the provisions of paragraph 3-2. (This definition applies only to proceedings within the purview of this chapter.)

i. Grievance. A complaint that has been reduced to writing. (This definition applies only to proceedings within the purview of this chapter.)

j. Complainant. An employee who has filed a complaint under the procedures prescribed in section V, this chapter.

k. Grievant. An employee who has filed a grievance under the procedures prescribed in section V, this chapter.

l. Appellant. An employee who has appealed an adverse action taken against him.

m. Final decision. The decision of the official taking the action after he has considered the oral or written reply or both of the employee to the advance notice to the employee of the action to be taken.

n. Management official. Except as provided below, the management official is the official with authority to separate at the AAFES organizational element (CONUS or OES exchange; CONUS or OES area or region; OES headquarters; CONUS distribution region; HQ AAFES) to which the employee is assigned;

(1) If the employee is an EMP employee whose EMP status is withdrawn by the Commander, AAFES, or who is suspended or separated by the Commander, AAFES, the management official is the Commander, AAFES.

(2) If the employee is the chief AAFES executive of an AAFES organizational element, the management official is the chief AAFES executive of the next higher organizational element.

o. Hearing examiner. An individual designated by the Commander, AAFES, as qualified and competent to conduct hearings on grievances and appeals from adverse actions under procedures prescribed by the Commander, AAFES.

p. Separation. Termination of an individual's employment with AAFES.

q. Reduction in rank Rescinded.

r. Reduction in compensation.

(1) Reduction in an employee's base salary or in the number of hours of duty in the employee's regular scheduled workweek, based on reorganization or reclassification of the employee's job, or due to a RIF.

(2) Any reduction in excess of 4 hours per week in the number of hours of duty in the employee's regular scheduled workweek.

3-2. Exclusions

The procedures set forth in sections V and VI, this chapter, will not be used to obtain consideration of or decisions on the following:

a. A matter properly a basis for consideration under the equal employment opportunity procedures.

b. Warning letter (para 3-11).

c. Voluntary actions on the part of the employee.

d. Assessment of pecuniary liability.

e. A performance rating of satisfactory or higher.

f. Nonselection for promotion where the employee's primary allegation is one of being better qualified than the person selected.

g. Termination of a temporary promotion if the employee is returned to the grade from which promoted or to a grade higher than the grade from which the employee was temporarily promoted.

h. Withdrawal of EMP status or separation of a mobile employee as a result of declination of transfer.

i. Matters not personal to the employee.

j. Cases involving unfair labor practices unless the issues involved are otherwise subject to the procedures for review of complaints and grievances or the procedures for appeal of an adverse action.

k. A matter properly a basis for exclusive consideration under a negotiated grievance procedure.

l. Separation during the probationary period, except for cause.

m. Separation upon expiration of the agreed period or temporary employment.

n. Separation from intermittent employment.

o. Separation for retirement (except due to RIF).

p. Separation for disqualification, except under paragraph 3-17g, or where the disqualification is the result of a decision by AAFES to exclude the employee from the AAFES fidelity bond program.

q. Wage, salary, or commission rates and schedules.

r. Actions directed by DOD, Department of the Air Force, Department of the Army, or other Federal agencies.

s. Organizational changes and manpower requirements.

t. Substantive content of regulations and directives.

u. Involuntary annual leave or involuntary LWOP of 7 calendar days or less caused by closure of an activity due to military necessity, adverse weather conditions, acts of God, or other events beyond the control of AAFES management.

v. Temporary reduction of the regular scheduled workweek for four pay periods or less due to curtailment of operating hours caused by military necessity, adverse weather conditions, acts of God, or other events beyond the control of AAFES management.

w. A matter properly a basis for a job grading appeal.

Section II

Disciplinary Actions

3-3. General

a. Disciplinary action is defined in paragraph 3-1f. The purpose of disciplinary action is to promote effective

employee use. Any disciplinary action is defined in paragraph 3-1f, or any combination of actions, may be taken for the purpose of correcting offending employees, problem situations, and maintaining discipline and morale among other employees.

b. Prior to taking disciplinary action against an employee, the official preparing to take the action will give the employee no less than 30 days advance notice, unless a lesser period is prescribed in this chapter or appendix B. However, if after giving the employee advance notice of the proposed action and receiving and considering the reply of the employee, the official decides that a less severe disciplinary action than originally proposed will be imposed, it will not be necessary to give the employee a new notice of the proposal to impose a less severe disciplinary action.

3-4. Oral reprimand

a. An advance notice period is not required to give an oral reprimand. An oral reprimand may be given by the performance review rating, reviewing, or approving official based on any of the following by the employee:

(1) Conduct of the employee on the job involving insubordination; violation of laws, regulations, rule or procedures; or other conduct incompatible with maximum employee efficiency.

(2) Conduct of the employee off the job which reflects discredit on AAFES, interferes with job performance, or involves violation of laws.

b. In administering an oral reprimand, the supervisor will proceed as follows:

(1) Investigate the facts.

(2) Call the employee to his office or to another private area.

(3) Tell the employee that he intends to give the employee an oral reprimand and point out the specific basis for the reprimand. After being advised of the supervisor's intention, the employee will be permitted to have a representative join him, if the employee requests representation.

(4) Allow the employee to explain the circumstances and his views.

(5) If the employee's explanation is satisfactory, advise the employee, withhold the reprimand, and close the interview.

(6) If the employee's explanation is not satisfactory, proceed with the reprimand, explain why the employee's explanation is unsatisfactory and, if appropriate, tell the employee how he can improve. Advise the employee that future instances may result in more severe disciplinary or other appropriate action. The supervisor will ensure that a notation is made on the employee's counseling card of the date, the basis for the reprimand, the employee's explanation, and a statement that the employee was advised of his right to submit a complaint or grievance under section V of this chapter. The notation may be removed after 2 years with the approval of the proper management official, if other disciplinary actions have not been taken since the reprimand. The employee will read and sign the counseling card entry. If the employee refuses to sign, make a notation to that effect.

3-5. Written reprimand

a. An employee's performance review rating, reviewing or approving official may issue a written reprimand based on the circumstances set out in paragraph 3-4a. A written reprimand may be more appropriate because of the seriousness of the offense or because of prior or associated deficiencies.

b. In administering a written reprimand, the supervisor will proceed as follows:

(1) Investigate the facts.

(2) Give the employee written advance notice that the supervisor to issue a written reprimand and the reasons. The advance notice will state that the employee may submit an oral or written or both explanations of the circumstances and the employee's views to the individual issuing the reprimand or his designee within 7 calendar days of receipt of the advance notice of written reprimand and that this submission, if any, will be considered prior to a final decision to administer the written reprimand. All such final decisions will be made within 15 calendar days following receipt of the employee's reply; or, if no reply is made within the authorized reply period, a final decision will be made within 10 calendar days following expiration of the authorized reply period. The employee may be accompanied by a representative during the oral reply if the employee so requests. Any expense involved in making a reply will be borne by the employee.

(3) If the employee's explanation is satisfactory, the written reprimand will not be issued. Although the employee's explanation may not be satisfactory, the supervisor may, after considering it, wish to take a less severe action than the action originally proposed; if so, the proposed action may be withdrawn or a less severe action substituted without issuing a new advance notice.

(4) If the employee does not submit an explanation, or if the employee's explanation is unsatisfactory, the written reprimand will be prepared and signed. The written reprimand must:

(a) Refer to paragraph 3-5.

(b) Refer to the advance notice of written reprimand and state that this is the official's final decision.

(c) State in specific detail the basis for the reprimand with sufficient information (such as dates, places, events, names, etc.) to ensure that the employee understands the reasons for the reprimand and to afford him a fair opportunity to respond. The letter of reprimand will not add to the reasons stated in the advance notice.

- (d) Tell the employee how he can improve, if appropriate.
 - (e) Advise the employee that future instances may result in more severe disciplinary or other appropriate action.
 - (f) Advise the employee of his right to file within 21 calendar days following receipt of the written reprimand, a grievance through the management official to the Chief of Staff, HQ AAFES, following the procedures prescribed in paragraphs 3-32d through 1.
 - (g) Advise the employee that the advance notice, the written reprimand, and the employee's reply, if any, may be removed after 2 years from date of receipt under pertinent directives, provided other disciplinary action has been taken during the intervening period.
- (5) Secure the written approval of the next higher authority above the issuing official (for performance reviews), unless the issuing official is the approver of the employee's performance review. The written reprimand will be reviewed by the servicing personnel office for procedural accuracy.
- (6) Issue the written reprimand to the employee in person and in private except when the employee's job location is not reasonably near the issuing official's location or when the employee is absent for an indefinite period, in which case the written reprimand will be sent by certified mail, return receipt requested.
- c. A copy of the written reprimand, the advance notice, and the employee's reply, if any, will be placed in the employee's Official Personnel Folder. (The employee's oral explanation, if any, will be summarized in writing; and, if possible, the employee's signature will be obtained, acknowledging that the written summary accurately describes the content of his oral reply.) The documents may be removed after 2 years under pertinent directives with the approval of the management official, provided other disciplinary action has not been taken during the intervening period.

3-6. Suspension

- a. The official with authority to separate the employee may suspend an employee for any period not to exceed 60 calendar days based on the circumstances set out in paragraph 3-4a (1) or (2). Suspension may be appropriate because of the seriousness of the conduct or because of prior or associated deficiencies.
- b. In administering a suspension, the authorized official will proceed as follows:
- (1) Investigate the facts;
 - (2) Prepare and sign an advance notice of suspension. The notice will state:
 - (a) That the action is being taken under the provisions of paragraph 3-6, this regulation.
 - (b) That the official proposes to suspend the employee without pay;
 - (c) The proposed effective date and duration of the suspension;
 - (d) The basis for the suspension in specific detail with enough information (such as dates, places, events, names, etc.) to ensure that the employee understands the reasons for the suspension and to give him an opportunity to respond.
 - (e) That the employee may submit oral, written, or both explanations of the circumstances or his views to the individual issuing the suspension or his designee within 5 workdays of receipt of the notice of proposed suspension. The employee may be accompanied by a representative during the oral reply if the employee so requests. Any expenses involved in making an oral reply will be borne by the employee.
 - (f) That the employee's submission, if any, will be fully considered before a final decision is made.
 - (g) That a written final decision will be made within 15 calendar days of receipt of his reply. If no reply is made within the authorized reply period, a written final decision will be made following expiration of the authorized reply period.
 - (3) Make a final decision whether or not to suspend the employee or to take less severe action. Advise the employee in writing of the action to be taken.
 - (a) If the employee replies to the advance notice of suspension, a final decision will be made only after full consideration of any reply by the employee. However, all final decisions will be made within 10 workdays following receipt of the employee's reply, but not prior to the expiration of the authorized reply period.
 - (b) If the employee does not reply to the advance notice of suspension within the authorized reply period, such final decision will be made within 15 calendar days following the expiration of the authorized reply period.
 - (c) Although an employee's reply, if any, may not be fully satisfactory, the supervisor may determine to take less severe action than the action originally proposed; if so, the proposed action may be withdrawn and a less severe action, if any, substituted without issuing a new advance notice.
 - (4) Write all final decisions and:
 - (a) Reference the advance notice of suspension;
 - (b) Advise the employee that full consideration was given to his oral, written or both replies or, if no reply was received, state that no reply was received.
 - (c) State the basis for the action and which of the reasons cited in the advance notice of suspension were resolved in favor of the employee and which against the employee. (The final decision will not add to the reasons stated in the advance notice.)
 - (d) State the action to be taken. If action other than a suspension is to be taken, the procedures set forth in the appropriate paragraph for that action will be followed. If a suspension is to be imposed, state the effective date and

duration of the suspension. The effective date of the suspension must be not less than 30 calendar days from the date the employee receives the advance notice if the suspension is for more than 30 calendar days. If the suspension is for 30 calendar days or less, the effective date of the action must not be less than 7 calendar days from the date the employee receive the advance notice of the action.

(e) Tell the employee how he can improve and that future instances may result in more severe disciplinary action or other appropriate action.

(f) State that this is the official's, final decision.

(g) State that, within 21 calendar days following receipt of the final decision to suspend the employee for 30 calendar days or less, the employee may initiate a grievance through the management official to the Chief of Staff, HQ AAFES, following the procedures in paragraphs 3-32d through l. If the suspension is for more than 30 calendar days, inform the -employee of his right to file an appeal from an adverse action per section VI of this chapter.

(5) One of the employee's supervisors will hand the final decision to the employee. Note the time and date of delivery on a copy to be retained by the official making the final decision. If the employee's job location is not reasonably near the issuing official's location or when the employee is absent for an indefinite period, send the final decision to his last-known address by certified mail, return receipt requested.

c. A copy of the advance notice of suspension, the employee's written explanation, if any, the final decision, and a copy of the personnel action affecting the suspension will be filed in the employee's Official Personnel Folder. (The employee's oral explanation, if any, will be summarized in writing; and, if possible, obtain the employee's signature acknowledging the written summary accurately describes the content of his oral reply. File the written summary in the employee's Official Personnel Folder.) Do not remove letters of suspension from Official Personnel Folders since they document payroll actions. They may be removed, however, from Career Management Folders after 2 years on recommendation of the management official provided other disciplinary action has not been taken during the intervening period.

3-7. Disciplinary downgrade

a. Generally, downgrades are not considered as disciplinary actions. However, when an employee is unfit to continue in a position because of his performance or behavior, the employee may be downgraded without salary retention as a disciplinary action. An employee may be downgraded from a supervisory position to a nonsupervisory position after it has been ascertained by the individual with authority to separate, that the employee has engaged in discriminatory practices because of race, color; religion, sex, national origin, age, marital status, political affiliation, or mental or physical handicap.

b. In administering a disciplinary downgrade, the authorized official will proceed as follows:

(1) Investigate the facts.

(2) Prepare and sign an advance notice of disciplinary downgrade. The notice will state:

(a) That the action is being taken under the provisions of paragraph 3-7.

(b) That the official proposes to downgrade the employee to a specific grade.

(c) The effective date of the downgrade will not be less than 30 calendar days from the date the advance notice of the downgrade is received by the employee.

(d) The basis for the disciplinary downgrade in specific, detail with sufficient information (such as dates, places, events, names, etc.) to ensure that the employee understands the reasons for the downgrade and to allow the employee to respond.

(e) That the employee may submit an oral or written explanation or both of the circumstances or his views to the individual issuing the downgrade or his designee within 15 calendar days of receipt of the notice of proposed disciplinary downgrade. The employee may be accompanied by a representative during the oral reply if the employee so requests. Any expenses involved in making an oral reply will be borne by the employee.

(f) That the employee's submission, if any, will be fully considered before a final decision is made.

(g) That a written final decision will be made within 15 calendar days of receipt of the employee's reply. If no reply is made within the authorized reply period, a written final decision will be made following expiration of the authorized reply period.

(3) Make a final decision whether to downgrade the employee or to take less severe action. Advise the employee of the action to be taken.

(a) If the employee replies to the advance notice of disciplinary downgrade, a final decision will be made only after full consideration of any reply by the employee. However, all final decisions will be made within 15 calendar days following receipt of the employee's reply, but not prior to the expiration of the authorized reply period.

(b) If the employee does not reply to the advance notice of disciplinary downgrade within the authorized reply period, the final decision will be issued within 10 calendar days following the expiration of the authorized reply period.

(c) Although an employee's reply, if any, may not be fully satisfactory, the supervisor may determine to take less severe action than the action originally proposed; if so, the proposed action may be withdrawn and a less severe action substituted without issuing a new advance notice.

- (4) Write all final decisions and:
 - (a) Reference the advance notice of disciplinary downgrade;
 - (b) Advise the employee that full consideration was given to his oral, written, or both replies or, if no reply was received, state that no reply was received.
 - (c) State the basis for the action and which of the reasons cited in the advance notice of disciplinary downgrade were resolved in favor of the employee and which against the employee. (The final decision will not add to the reasons stated in the advance notice.)
 - (d) State the action to be taken. If action other than a disciplinary downgrade is to be taken, the procedures set forth in the appropriate paragraph for that action will be followed. If disciplinary downgrade is to be imposed, state the effective date.
 - (e) Tell the employee how he can improve and that future instances may result in more severe disciplinary action or other appropriate actions.
 - (f) State that this is the official's final decision.
 - (g) State that, within 21 calendar days following receipt of the final decision to downgrade for disciplinary reasons, the employee may file an appeal from an adverse action under section VI, Adverse Actions and Administrative Appeals.
- (5) One of the employee's supervisors will give the final decision to the employee. He will note the time and date of delivery on a copy to be retained by the official making the final decision. If the employee's job location is not reasonably near the issuing official's location or when the employee is absent for an indefinite period, send the final decision to his last-known address by certified mail, return receipt requested.
- c. A copy of the advance notice of disciplinary downgrade, the employee's written explanation, if any, the final decision, and a copy of the personnel action effecting the disciplinary downgrade will be filed in the employee's Official Personnel Folder. (The employee's oral explanation, if any, will be summarized in writing; and, if possible, obtain the employee's signature acknowledging the written summary accurately describes the content of the employee's oral reply. File the written summary in the employee's Official Personnel Folder.)

3-8. Separation for cause

- a. An employee may be separated for cause by the authorized official (sec II, chap. 1) based on the circumstances in paragraph 3-4a (1) or (2) when:
 - (1) Other disciplinary actions, counseling, or both are determined to be inappropriate or other disciplinary action, or counseling or both have been used without apparent success and
 - (2) The act of misconduct or delinquency is of such a nature or so repetitious that retention of the employee in any capacity is determined to be incompatible with the best interest of AAFES.
- b. The advance notice of separation will be issued according to paragraph 3-14.

Section III

Nondisciplinary Actions

3-9. General

Normal administration of the work force necessitates personnel actions which are nondisciplinary in nature but which may cause the employee dissatisfaction.

3-10. Counseling

- a. The purpose of counseling is to promote more effective performance. Counseling is an appropriate means of assuring an employee that he is doing a good job, of stimulating an employee to work more carefully, of making the employee aware of future opportunities in AAFES, etc. Effective counseling improves employee morale and efficiency. Counseling may be done at any time and will normally be accomplished by the employee's firstline supervisors, but second and higher level supervisors are encouraged to use counseling where appropriate.
- b. Each employee will be counseled by his firstline supervisor at the time a performance review is presented to him.
- c. An employee whose efficiency or conduct is below acceptable standards will normally be counseled by his firstline supervisor; at this time the supervisor should clearly point out the areas where and how the employee may improve, and when appropriate, should offer the employee help.
- d. The Supervisor will make a summary notation of all counseling on the employee's counseling card. He will date and sign each entry. The employee will read and sign the counseling card entry. If the employee refuses to sign, a notation to that effect will be entered.

3-11. Warning letters

- a. The performance review rating, reviewing or approving official, as appropriate, will issue a warning letter to an employee when the employee—
 - (1) Is not adequately meeting the requirements in his job description;

(2) Has not responded adequately to counseling, if appropriate, and
(3) When his performance deficiencies or absentee record is significant, adversely affecting the fulfillment of the job requirements.

b. The warning letter will—

(1) Specifically identify the performance requirements which the employee is not meeting satisfactorily.
(2) Specifically identify what the employee may do to help improve his performance.
(3) Offer assistance to the employee in improving his performance.
(4) Provide a warning period of not less than 30 calendar days nor more than 90 calendar days for the employee to improve his performance.

(5) Notify the employee that a performance review will be prepared at the end of the warning period; that if the performance is satisfactory, the employee will continue in his current position; that if the performance is unsatisfactory, the employee will be given a lateral or downgrade transfer or separated for unsatisfactory performance. In addition to the above, if an EMP employee's performance is unsatisfactory, his EMP status may be withdrawn per paragraph 5-9c.

(6) Advise the employee that he has the right to submit orally, in writing, or both a reply within 7 calendar days of receipt of the warning letter. The employee may be accompanied by a representative during the oral explanation if the employee so requests. Any expense involved in making an oral reply will be borne by the employee. If the employee's reply is satisfactory to the supervisor, he may withdraw the warning letter and so advise the employee. If the employee's reply is unsatisfactory to the supervisors, the warning letter will not be withdrawn and the employee will be so advised in writing. If the employee does not reply to the warning letter, the warning period will remain unchanged without further notice.

c. A performance review will be prepared at the end of the warning period. If the employee's performance during the warning period is considered satisfactory, the employee will be so advised in writing. If the employee's performance during the warning period was unsatisfactory, a copy of the warning letter, the employee's written reply (or a written, acknowledged summary of the employee's oral reply) or both, if any, and the performance review together with any rebuttal will be forwarded to the official with authority to separate the employee. This official may transfer or downgrade the employee or both under paragraph 4-5 or 4-6, or separate the employee under this paragraph and paragraph 3-15. If an EMP employee, the Commander, AAFES, or his designee may withdraw the employee's EMP status per paragraph 5-9c, in lieu of or in addition to the above. Remove all documents pertaining to a warning letter including the warning performance review from the employee's official personnel records after 2 years with the approval of the management official, provided other warning letters were not issued during the intervening period.

d. If the authorized official makes a determination to downgrade, transfer, or separate the employee for unsatisfactory performance, the advance notice of such adverse action must be issued to the employee no later than 45 calendar days following the end of the warning period. No adverse action may be taken against the employee unless the advance notice is issued within 45 calendar days after the end of the warning period.

e. The final decision of adverse action will advise the employee of his right to submit an appeal per section VI of this chapter. File a copy of the warning letter, the employee's written reply or a written acknowledged summary of his oral reply, if any, the unsatisfactory performance review, the advance notice, and the final decision of the management official in the employee's Official Personnel Folder.

3-12. Nondisciplinary downgrade

Downgrade based on reclassification, reallocation, conversion of a job, transfer because of a RIF, or a result or reinstatement or rehire will be per paragraphs 4-4, 4-5, 4-6, 4-12, 4-13, 4-14, 4-15, and 4-17, as applicable.

3-13. Administrative separations

Administrative separations are:

- a.* For disqualification.
- b.* During probationary period.
- c.* For disability.
- d.* For RIF.
- e.* For death.
- f.* On expiration of temporary employment.
- g.* Based upon resignation.
- h.* Based upon abandonment of position.
- i.* Based upon declination of transfer.
- j.* For retirement.
- k.* From LWOP.
- l.* From intermittent employment.
- m.* For unsatisfactory performance.

Section IV

Separations

3-14. Separation—general

a. The official with authority to separate an employee is specified in section II, chapter 1. The provisions of this paragraph are inapplicable when the Commander, AAFES, exercises the options per paragraph 3-26 and 3-27.

b. Advance notices of separation will be in writing, will be signed by the authorized official, and will provide for at least 30 calendar days notice (unless a lesser period of advance notice is provided in app B.) and will:

(1) State the type of separation, and refer to the appropriate paragraph in this directive under which the separation action is taken.

(2) State the basis for the separation. State in detail the facts supporting it with sufficient information (such as dates, places, events, names, etc.) to ensure that the employee understands the reasons for the proposed action and to give him a fair opportunity to respond.

(3) State that the proposed effective date of the separation will not be earlier than 30 calendar days after receipt of the advance notice unless a shorter notice period is provided in the appendix. (All separations will be effective as of the close of business.)

(4) State that the employee has the opportunity to explain the circumstances and his views.

(5) State that the employee has a right to submit a reply orally, in writing, or both and in the replies to set forth any appropriate matters, explanations, or denials. The employee may be accompanied by a representative during the oral explanation if the employee so requests. Any expense involved in making an oral reply will be borne by the employee.

(6) State that the reply must be filed within 15 calendar days of receipt of the advance notice of the proposed action; but with cause shown, the official with the authority to separate may extend the period to reply up to an additional 15 calendar days, or a total period not to exceed 30 calendar days from the employee's receipt of the notice of proposed action. When the effective date is 7 calendar days, the reply must be filed according to paragraph 3-33a(1)(f).

(7) Identify the official to receive the written or oral reply.

(8) Advise the employee that his reply to an advance notice of separation will be given full consideration before a final decision is made.

(9) Inform the employee that a written final decision will be made within 15 calendar days of receipt of his reply, or, if no reply is made within the authorized reply period, a final decision will be made following expiration of the authorized reply period.

c. Upon receipt of the employee's reply to an advance notice of separation, and after giving it full consideration, the official with authority to separate will advise the employee of the final decision in the matter. If after considering the reply, the official has made a decision to take an action other than separation, he will advise the employee of the action to be taken. A new advance notice of the action to be taken is not necessary.

d. If the final decision is to separate the employee, it will be in writing and will state:

(1) The type of separation.

(2) The basis for the separation.

(3) The effective date of separation. This date must be at least 30 calendar days from the date the employee received the advance notice of separation.

(4) That full consideration was given the employee's reply or, if no oral written reply was received, so state.

(5) Which reasons in the advance notice of separation were resolved in the employee's favor and which against. (The final decision will not add to the reasons stated in the advance notice.)

(6) That this is the officials' final decision.

(7) That within 21 calendar days following receipt of the final decision, the employee may file a grievance through the management official to the Chief of Staff, HQAAFES, following the procedure in section V, paragraphs 3-32d through l, or file an appeal of an adverse action under section VI, whichever is appropriate, except where a complaint, grievance, or appeal of an adverse action is excluded under the provisions of paragraph 3-2.

(8) That Federal unemployment compensation may be available. (Advise the employee of the local office where he may seek advice.)

e. When an employee does not reply within the authorized period, issue a final decision after expiration of the authorized reply period.

f. During the period of advance notice of separation, the authorized official will keep the employee in his current assignment; or:

(1) Detail the employee to another assignment consistent with the employee's skills and current assignment (para 4-10);

(2) Place the employee on administrative leave (para 5-29); or

(3) If a decision is made to separate, give the employee pay in lieu of the remainder of the notice period. Separation is effective at the close of business on the date set forth in the final decision.

g. Before separation, conduct a separation interview with the employee.

3-15. Separation for unsatisfactory performance

An employee may be separated for unsatisfactory performance, determined per paragraph 3-11.

3-16. Separation for cause

An employee may be separated for cause per paragraph 3-8. (In separations involving suspected employee theft, pilferage, or damage/loss of AAFES property due to the employee's negligence, final pay may be withheld pending a determination of the employee's liability.)

3-17. Separation for disqualification

An employee may be separated for disqualification if he:

- a. Is denied coverage under the AAFES fidelity bond, or if coverage is automatically canceled through the employee's fault. However, separation for cause should be the primary action when employee dishonesty is involved.
- b. Is barred by the installation commander or by court order for more than 30 calendar days from the installation where assigned (applicable to nonmobile employees only).
- c. Becomes ineligible for continued employment by operation of laws, treaties, or international agreements.
- d. Loses possession/entitlement for 30 calendar days or more of licenses or certificates necessary to perform his job due to administrative or legal action.
- e. Becomes ineligible to remain in an overseas area to which assigned (applicable for nonmobile employees only).
- f. Disavows or refuses to submit or resubmit AAFES Form 1100-1 (Affidavit).
- g. Is not granted the security clearance required for the position (or if such security clearance is withdrawn). Separations for security reasons will be processed per AR 230 or the AFR 40 series regulations.
- h. Refuses or repeatedly fails to submit to required physical examinations.

3-18. Separation during probationary period

- a. An employee may be separated during the probationary period based on a determination that it is not the best interests of AAFES to continue to employ the individual.
- b. Separation during probationary period is not a prejudicial action except when the separation is for cause, in which case the notice period in appendix B apply. It may result from a mismatching of employee and position, from a determination to reorganize or reduce personnel, or from the employee's inability to adjust to the work.
- c. A probationary employee may be given notice of separation up to and including the last day of his probationary period, even though the effective date of separation may be later.
- d. The written advance notice of separation will provide at least 7 calendar days' notice, and will state that:
 - (1) The separation is being administered per this paragraph,
 - (2) The separation is necessary because it is not in the best interests of AAFES to continue to employ the individual;
 - (3) The separation is not a prejudicial action; and
 - (4) The employee is eligible for rehire within AAFES.
- e. The provisions of paragraph 3-14 governing administration of separations do not apply to separations during the probationary period. Give the employee a copy of the approved personnel request separating him in advance of the effective date of separation.

3-19. Separation for disability

- a. An employee whose physical or mental condition makes him incapable of performing the duties of his assigned position for an extended period may be separated for disability.
- b. If his capability to perform his assigned duties is questioned because of his mental or physical condition, the official with authority to separate will require written evidence from the employee's physician. This will attest to the employee's physical or mental capacity to perform useful and efficient service in his present position or in any other position of similar responsibility and grade. At the discretion of the official with authority to separate, the employee may have to be examined by a qualified physician retained by AAFES.
- c. This official will decide if it is appropriate to reassign the employee to another position for which he is physically or mentally qualified or to separate the employee for disability.
- d. Separation for disability will be effective at the expiration of the notice period or after all accrued sick leave, annual leave, and LWOP (in that order) are exhausted, whichever is later. At the employee's option, he may receive a lump-sum payment for accrued annual leave and may forfeit his entitlement to LWOP. An employee separated for disability may be eligible for a disability annuity under the AAFES retirement program.

3-20. Separation for RIF

An employee may be separated for RIF per paragraphs 4-12 through 4-15.

3-21. Separation because of death

The effective date of termination will be as of the close of business on the day of the employee's death. The provisions of paragraph 3-14 do not apply.

3-22. Separation on expiration of the agreed period/temporary employment

a. An employee will be separated on expiration of the agreed period or during a period of temporary employment unless the employee has been converted to a regular full-time or regular part-time status.

b. Separation per this paragraph will be appropriate only in cases where the employee was hired on a temporary full-time or temporary part-time basis, or per an approved employment contract. (Also see 1-29 and 4-20b(4).)

c. No advance notice of separation will be given employees on a temporary full-time or temporary part-time basis or hired under an employment contract. However, a copy of the personnel request separating the employee will be given the employee at least 7 calendar days in advance of the effective date of separation.

3-23. Separation from Intermittent employment

Intermittent employees whose services are no longer required may be separated from employment at any time. No advance notice of separation will be given; however, a copy of the approved personnel request separating the employee will be furnished the employee at least 7 calendar days in advance of the effective date of separation.

3-24. Separation based on resignation

a. Separate an employee based on resignation per the following:

(1) The employee will submit a written resignation to his supervisor.

(2) The employee should give the reason for resigning and the effective date.

(3) The employee should give AAFES notice per appendix B, or longer notice when possible. If the prescribed notice is not given, a notation will be made on the employee's service record card. The notation will indicate the employee's reasons for giving short notice and whether the short notice was acceptable to AAFES.

b. The employee will be separated on the date indicated in the written resignation unless he is separated per another paragraph prior to that date.

c. No advance notice of separation will be given. A copy of the personnel request separating the employee based on resignation will be furnished the employee.

d. An employee who has received an advance notice of separation for cause or unsatisfactory performance may resign from employment to avoid separation prior to the proposed effective date of separation. The resignation request will note that the employee resigned to avoid separation for cause or unsatisfactory performance, as appropriate. In cases where actual or suspected employee theft or damage to AAFES property is involved, the employee's final pay may be withheld until the employee's liability is decided.

3-25. Separation based on abandonment of position

An employee may be separated on deciding that the employee has abandoned his position. After making all reasonable efforts to contact the employee, wait at least 7 calendar days from the date the employee was last in a duty status before deciding. The effective date of separation will be the day the decision of abandonment was made. The employee will be absent without leave (AWOL) from the inception of the unauthorized absence until separation is made. The employee will not be paid for the period of AWOL. An employee separated for abandonment of position is not eligible for rehire.

3-26. Separation based on declination of transfer

An EMP employee and any UA employee who has signed an affirmative mobility statement is obligated to accept transfer within AAFES. Failure to respond to a notification of proposed transfer within 30 calendar days of its receipt will be construed as acceptance of the proposed transfer. The employee who declines a transfer may be separated under this paragraph in accordance with the following:

a. When an employee declines a proposed transfer or requests reconsideration of a proposed transfer, his declination or request for reconsideration, together with his reasons will be forwarded in writing through AAFES channels to the Commander, AAFES, within 20 calendar days after receipt of official notification of proposed transfer. The Commander, AAFES, will evaluate the declination or request for reconsideration and determine whether the proposed transfer will be withdrawn. If the proposed transfer is not withdrawn, the employee will be notified in writing; if the employee fails to accept the proposed transfer within 10 calendar days after his receipt of such notification, the employee may be separated.

b. If a proposed transfer is withdrawn, the provisions above apply to each subsequent declination of transfer.

3-27. Separation for retirement

a. An employee granted EMP status on or after 21 July 1970 may be separated for retirement at his own option or

the Commander, AAFES, may request such retirement under the terms of the employee's designation to EMP status, when the employee:

- (1) Has 30 years or more credited exchange service and is 55 years old or older (voluntary early retirement);
- (2) Has 20 years or more credited exchange service and is 60 years old or older (voluntary early retirement); or
- (3) Has 5 years or more credited exchange service and is 62 years old or older (normal retirement).

b. An employee other than those specified in a above may be separated for retirement, at his option, when the employee meets the criteria specified in a(1), (2), or (3) above.

c. An employee is expected to give 120 calendar days written notice of his intention to retire. The notice may be withdrawn only on approval of the Commander, AAFES.

3-28. Separation for retirement (early)

a. Optional early retirement.

(1) An employee who does not qualify under paragraph 3-27, but who is at least 52 years old and has at least 5 years of credited exchange service, may be separated for retirement upon the employee's written request, and with the acceptance of the Director, Personnel Division, HQAAFES.

(2) The employee is expected to request early retirement at least 120 calendar days prior to the requested effective date. The employee's request may be withdrawn any time prior to receipt of acceptance by the Director, Personnel Division, HQAAFES.

(3) If early retirement is approved, the effective date will be the date approved by the Director, Personnel Division, HQAAFES, except that the employee, at his option, may extend the retirement date 1 month.

b. Involuntary separation for early retirement.

(1) An employee selected for separation as distinguished from retirement, will be involuntarily retired in lieu of separation (hereafter referred to as involuntary separation for early retirement) if he is at least 50 years old and has completed 20 years of credited civilian service or, regardless of age, after completing 25 years of credited civilian services: The employee's right to grieve or appeal, as applicable, the underlying separation, is not affected by an involuntary retirement.

(2) Involuntary separation for early retirement will have occurred if—

(a) It is against the will and without the consent of the employee, other than for cause on charges of misconduct or delinquency

(b) It results from the employee's refusal to accept a downgrade or from the employee's declination of transfer; or

(c) The employee requests separation in response to a decision and announcement by the Commander, AAFES, that the work force must be reduced.

(3) The involuntary separation will occur when an employee resigns after receipt of notice of the downgrade or transfer even though the resignation is effective prior to the effective date of the downgrade or transfer.

(4) Requests submitted per (2)(c) above are subject to approval by the Commander, AAFES, and may be rejected if the Commander determines such action to be in the best interest of AAFES.

(5) The advance notice of separation will be as prescribed in appendix B for the appropriate reason for separation.

c. EMP early retirement.

(1) EMP early retirement under the provisions of this paragraph is a nonprejudicial action and is for the purpose of honorably retiring an EMP employee who has served AAFES in a satisfactory manner for a long time, but who can no longer meet or fulfill EMP requirements and obligations. EMP early retirement applies to those EMP employees who were graded UA 12 or above prior to 10 July 1976, and who are 45 years old or older and have 20 years or more credited civilian service; or to those employees who are in an EMP grade level (para 5-8) who were granted EMP status after 10 July 1976, who are 45 years old or older, and have 20 years or more credited civilian service. EMP early retirement is not an action entitling an employee to file a complaint or review under the provisions of section V, this chapter, or appeal of an adverse action under section VI, this chapter.

(2) An EMP employee to whom EMP early retirement applies may be retired at the discretion of the Commander, AAFES, under the following provisions and procedures:

(a) EMP early retirement procedures may be pursued if—

(b) On recommendation to the Commander, AAFES, through the appropriate AAFES channels by: EMP promotion boards, rating supervisors, reports of audits, inspections or field visits, or approving authorities of personnel evaluation reports.

(c) On receipt of the recommendation for EMP early retirement, the facts will be identified and evaluated. If the Commander, AAFES, determines that the recommendation is valid, the employee will be given a written advance notice of separation. The effective date of separation will be per the notice periods in appendix B. The advance notice of separation will also advise the employee of the following options.

1. To accept EMP early retirement. Failure to respond within 21 calendar days of receipt of the advance notice of separation will be construed as accepting the action, and no further recourse is available to the employee;

2. To request reconsideration in writing direct to the Commander, AAFES, ATTN: Personnel Division, within 21

calendar days of receipt of the advance notice of separation stating the employee's reasons why such action should not be taken; or,

3. To request in writing, through appropriate channels, a hearing by a Show-Cause Board appointed by the Commander, AAFES, to allow the employee to show cause why he should not be retired. Submit this request within 21 calendar days of receipt of advance notice of separation or within 21 calendar days of receipt of response to the request for reconsideration referred to in 2 above. Requesting reconsideration in writing (2 above) does not preclude a hearing before a Show-cause Board, provided the request for the hearing is made within 21 calendar days of receipt of the response to the request for reconsideration. Acceptance by the employee of an unfavorable response to a request for reconsideration or failure to request a Show-Cause Board hearing within 21 calendar days of receipt of such unfavorable response will be construed as acceptance of the response, giving the employee no further recourse. The Show-Cause Board will make recommendations to the Commander, AAFES, whose decision is subject to review by the Chairperson, Board of Directors, whose decision is final.

(d) If the decision of the Commander, AAFES, is adverse to the employee, the employee will be advised that within 14 calendar days after receipt of the decision, he may submit through the Commander, AAFES, a request for review by the Chairperson, Board of Directors.

(e) The Show-Cause Board will be composed of three employees qualified to serve on a Central Promotion Board for the grade held by the employee, appointed on written orders by the Commander, AAFES, specifying the matters to be heard, the action to be taken, and the scope of the findings required. Any employee who participated in recommending early retirement of the employee concerned may not serve on the board. The orders will also designate the senior member as chairperson and the junior member as recorder. All members will be voting members. The Commander, AAFES, will in writing appoint an employee to represent management in hearings before the board. The management representative will not be the official who made the original retirement recommendation.

(f) The board chairperson will be responsible for giving written advance notice to all persons concerned in the case, with instructions regarding their participation. Notices will include: date, time, and place of the hearing; a statement of the purpose of the hearing and of the right of both sides, including the board, to produce evidence in documentary form or by testimony or witnesses; a statement of the right of the employee to secure assistance and information through appropriate offices and of the employee's right to have representation and his responsibility to arrange for that representation. Personnel assigned to the office of a general counsel, to personnel duties, and to security duties may not serve as an employee's representative.

(g) The testimony of witnesses who are not readily available may be introduced by written statements or by deposition as written interrogatories.

(h) The board will meet at the call of the chairperson and as often as necessary to complete the hearings and prepare its report. The hearing will be closed except as directed by the Commander, AAFES. The primary function of the board is to ascertain and report the facts so that the Commander, AAFES, may have adequate information for making his decision.

(i) Hearings will be conducted according to procedures prescribed by the Commander, AAFES, in AAFES publications. The record may be a verbatim transcript or written summary as directed by the Commander, AAFES.

(j) The board will prepare and forward a report in duplicate to the Commander, AAFES, as soon as possible but, except for extraordinary circumstance, not later than calendar days after receipt of the record of the hearing.

(k) The report will include as a minimum—

(l) If there is disagreement among members of the board, separate reports may be submitted as to findings, recommendations, or both.

(m) The recorder will be responsible for properly preparing the report.

(n) The members of the committee will sign the reports. If the board members submit separate reports, they will sign them.

(o) The Commander, AAFES, will decide in writing within 21 calendar days of receipt of the board's report, and will forward a copy to the employee. If the decision of the Commander, AAFES, is adverse to the employee, advise the employee that within 21 calendar days after receipt of the decision, he may request, through the Commander, AAFES, a review by the Chairperson, Board of Directors. A copy of the decision of the Commander, AAFES, will be forwarded to the AAFES activity where the employee is assigned.

(p) A request for a review of the Commander, AAFES, decision must be in writing, stating the part of the approved findings being questioned, and the basis for the request. A copy of the report will be made available for the employee's use in preparing a request for a review.

(q) The reviewing authority (Chairperson, Board of Directors) will secure the legal advice of The Judge Advocate General of the Army or the Air Force, as appropriate, prior to making his decision. The reviewing authority will make his decision within 30 calendar days after receipt of the request for review. The decision will include the statement that, unless the hearing is to be reopened, the decision is final and not subject to further review. The reviewing authority may approve or disapprove the decision of the Commander, AAFES, or remand the case for further hearing; in which event, the reviewing authority will prescribe in detail further action to be taken. One copy of the decision will

be forwarded to each of the following: the employee, the Commander, AAFES, and the AAFES activity where the employee is assigned.

3-29. Separation for retirement (normal)

An employee may request separation for normal retirement at age 62 or older when such employee has a minimum of 5 years credited civilian service toward retirement. Any such request must be submitted 120 calendar days before the requested retirement date. The employee will be notified of his eligibility for normal retirement 365 calendar days before the eligibility date.

3-30. Separation from LWOP

An employee may be separated from LWOP when he fails to return to duty after the authorized period of LWOP expires. The effective date will be the close of business on the last day in which the employee was paid.

Section V

Review of Complaints and Grievances

3-31. Complaints and grievances—general

a. The provisions of this section apply to all employees covered by this regulation. An employee may submit a complaint or grievance either under the procedures prescribed in this regulation, or if the employee is within a unit covered by a negotiated labor agreement, under the procedures prescribed in such agreement, but not both. If an employee submits a complaint or grievance under the procedures in this regulation and also under the procedures in an existing labor agreement, the employee will be required to choose, in writing, which procedure he intends to pursue. The choice must be made before the close of business of the first workday after AAFES notifies the employee that a dual complaint or grievance on the same subject matter has been filed. If the employee refuses or fails to choose between the procedures, the complaint or grievance will be covered by the procedures prescribed in the negotiated labor agreement and not per this regulation.

b. Deal with complaints and grievances as quickly and as informally as possible. It is the right of all employees to submit a complaint or grievance on a matter which management is in a position to resolve. Submit the complaint or grievance within 21 calendar days after the action or decision that gave rise to it, or any time if the complaint or grievance relates to a continuing condition or situation.

c. Advise the employee of his rights under this chapter and, on request, the servicing personnel office will provide assistance in preparing a complaint or grievance. Do not intimidate or coerce an employee from exercising his rights; and no employee will be discriminated against, nor will reprisals be taken, because of exercising these rights; and no representative of the employee will be intimidated, coerced, or discriminated against by reason of such representation.

d. The employee will be advised of his right to be represented by counsel or by any other individual selected by the employee, at the employee's expense. All expenses of the employee and his representative must be borne by the employee or his representative or both. An AAFES employee may act as the complainant or grievant's representative if the employee consents and is determined, by appropriate authority, to be reasonably available. If an AAFES employee is so designated, he may have reasonable time off from his duties to represent a complainant or grievant. AAFES employees assigned to the office of general counsel, to personnel duties, or to security duties may not serve as an employee's representative. An employee may not have more than two representatives, including legal counsel. If there are two representatives, one must be designated as the employee's lead representative.

3-32. Complaints or grievances—Initiation and procedure

a. An employee may submit it complaint or grievance on any matter except—

(1) That which is excluded by paragraph 3-2.

(2) That which is properly a basis for an appeal of an adverse action.

b. An employee who has a complaint or grievance will normally present it to his immediate supervisor. The supervisor will make every reasonable attempt to resolve it. Should the employee be dissatisfied with the decision made by the immediate supervisor, the employee will, within 7 calendar days after notification, present his complaint or grievance to the next higher supervisor, who will informally investigate the facts of the case and attempt to resolve it.

c. If the complaint or grievance is against the immediate supervisor, or if the employee believes that discussion of his complaint or grievance with the immediate supervisor would be prejudicial to the employee's interests, he may, after notifying the immediate supervisor, present his complaint or grievance directly to the next higher supervisor.

d. If the next higher supervisor does not satisfactorily adjust the matter, and the employee wishes to pursue his complaint, the employee must present the complaint in writing to the management official within 7 calendar days after the next higher supervisor's determination. Any grievance must be in writing, be personally signed by the employee, state in detail the reasons for the grievance, explain the efforts to resolve it with the immediate and next higher supervisors, and specify the relief sought. The provisions of paragraphs 3-32b and c will not prevent the employee from immediately submitting a grievance to the management official if the employee believes that the nature of his

grievance is such that it cannot be resolved by discussion with the immediate and next higher supervisors. The relief sought must be personal to the employee. Disciplinary action against a supervisor or other employee is not a personal remedy that may be demanded by an employee. If the employee has a representative, the representative's name, address, and telephone number should be included in the grievance.

e. The management official will review the grievance and may reject it if it concerns matters excluded from coverage under the grievance procedures or if it was not submitted within the prescribed time limit. If the grievance is rejected, the grievant should be advised in writing by the management official within 7 calendar days after the management official receives the grievance. The letter will state the reason or reasons for the rejection, refer to the applicable paragraph or paragraphs of this regulation, advise the employee he has 15 calendar days from the date of receipt of the management official's letter to resubmit his request or file an appeal and, if the employee fails to resubmit the request or file an appeal within 15 calendar days, the grievance will be considered withdrawn. Advise the employee that he may appeal the decision to reject the grievance to the Director, Personnel Division, HQAAFES, Dallas, TX 75222. The decision of the Director, Personnel Division as to the rejection or acceptance of the grievance will be final and not subject to further review.

f. Within 7 calendar days following receipt of an acceptable grievance, the management official will appoint a disinterested investigating official to inquire into the circumstances surrounding the grievance and to prepare a written report of his findings, supported by relevant documentary evidence, for the management official. The investigating official's inquiry should be restricted to matters relevant to the specific complaint or grievance. The investigating officer should obtain written statements from the employee and witnesses who have information relevant to the grievance. The report of investigation will include a summary of the evidence and the investigating officer's findings and may include recommendations relative to the grievance. Relevant documentary evidence and written statements acquired during the inquiry should be attached to the report. The investigating official's function is to acquire all relevant facts, not build a case either for or against the employee. Date and deliver the report of investigation to the appointing management official within 21 calendar days following appointment of the investigating official. The investigating official will provide a copy of the report, including additions as a result of further inquiry to the employee concurrently with its delivery to the appointing management official.

g. An investigating official need not be appointed in cases where the management official administers the disciplinary action (i.e., reprimands and suspensions of 30 calendar days or less in which he signs the final decision to reprimand or suspend). Appeal is the next step. In these cases, any grievance submitted will be treated as an appeal of the final decision; it will be sent directly to the Chief of Staff, HQAAFES, ATTN: AAFES-ES-G. However, an objective investigator must be appointed for written grievances sent to the management official by an employee on matters not originating with management (e.g., nondisciplinary grievances) and those in which the management official did not issue a final decision. The investigator's report must be received before a final decision is issued.

h. On receipt of the report of investigation, the management official will review the contents, including all attachments. If further inquiry is needed, return the report to the investigating officer with written instructions for the information required. The further inquiry, if needed, should be on a high priority basis, since the decision by the management official should be made within 45 calendar days from the date he first received the grievance. If the report of investigation is sufficient, the management official will, within 7 calendar days of his receipt of the report of investigation, issue a written decision to the employee. The decision will contain:

- (1) A statement of the issues considered.
- (2) Findings on each issue.
- (3) A specific statement of the corrective action to be taken if the grievance is justified.

(4) Advice that the employee may submit an appeal of that decision in writing through the management official to the Chief of Staff, HQAAFES; that such appeal may contain affidavits, documentary evidence, and arguments in support of the employee's appeal; and that the employee must file an appeal with the management official within 7 calendar days following receipt of the management official's written decision. On good cause shown, the management official may extend the period to file the appeal up to an additional 15 calendar days, provided the request for extension is received within 7 calendar days of the employee's receipt of the management official's decision. The employee will acknowledge receipt of the decision by dating and signing a copy and returning it to the management official.

i. If an appeal is made from the final decision of the management official, the appeal will be forwarded by the management official, within 7 calendar days following receipt, to the Chief of Staff, HQAAFES, Dallas, TX 75222. The appeal will be forwarded with all evidence submitted, the report of investigation upon which the Management official's decision was based, and a copy of the written decision.

j. A formal evidentiary hearing will not be held unless the Chief of Staff, HQAAFES, determines a hearing is necessary.

k. Unless further information is required, the Chief of Staff, HQAAFES, will prepare a written decision on the grievance's merits and will forward it to the employee within 30 calendar days of receipt of the appeal from the management official, unless a hearing is required. An information copy of the decision will be furnished the management official. The decision may reduce or modify any action which has been taken, if appropriate, but may not

increase the severity of any disciplinary action. The decision may order corrective action easing implementation of the decision. The decision of the Chief of Staff, HQAAFES, is final and not subject to further appeal or review.

l. If a hearing is necessary prior to a decision, the appeal will be referred to the Hearing Examiner's Office for a hearing to be conducted per section VI, this chapter. Forward the appeal and recommendations of the Hearing Examiner to the Chief of Staff, HQAAFES. On receipt of the recommendations from the Hearing Examiner, the Chief of Staff, HQAAFES, will make a decision within 15 calendar days of receipt.

Section VI

Adverse Actions and Administrative Appeals

3-33. Adverse action—general

a. The provisions of this section apply only to regular full-time and regular-part-time employees. However, the provisions regarding 30 calendar days advance written notice and the employee's right to reply to the advance notice (see (1) below) do not apply to adverse actions involving involuntary annual leave or involuntary leave without pay (see para 3-2u for circumstances under which such involuntary leave of 7 calendar days or less is not considered an adverse action) or a temporary reduction in an employee's regular scheduled workweek (see para 3-2v for circumstances under which such a reduction of four pay periods or less is not considered an adverse action). In those cases where the period of involuntary leave or temporary reduction in the scheduled workweek exceeds the limitations cited in paragraphs 3-2u and 3-2v, written notice will be provided on the effective date of such action (or as soon thereafter as possible where delivery on the effective date is impossible). In cases where such involuntary leave or reduction in the scheduled workweek constitutes an adverse action, written notice will be provided on the effective date that such involuntary leave or reduction in the scheduled workweek constitutes an adverse action (or as soon thereafter as possible where delivery on the effective date is impossible). The notice will contain the information specified in 1(a) through (f) below adjusted for the fact that is not being provided in advance of the adverse action. Any employee reply will be considered in evaluating whether termination of the involuntary leave or adjustment of the reduced scheduled workweek is appropriate and will be processed as prescribed in (2) below.

(1) The advance notice of an adverse action will be in writing and will:

(a) Identify the specific adverse action contemplated.

(b) State that the effective date of the action contemplated will be no earlier than 30 calendar days (7 calendar days if proof of employee dishonesty is obtained) following the employee's receipt of the advance notice, unless a shorter notice period is provided in the appendix.

(c) State in detail the reasons for the adverse action contemplated, with enough information (e.g., dates, places, events, names) to insure the employee understands the reasons for the proposed action and to allow the employee an opportunity to respond.

(d) Advise the employee of his right to reply, orally, in writing, or both, and to submit affidavits supporting the employee's reply. The employee may be accompanied by a representative during his oral reply if the employee so requests. Any expenses involved in making a reply will be borne by the employee. He will be permitted to make any presentations he feels are relevant and should be considered before the final decision. The right of reply does not include the right to a hearing with testimony from witnesses for both sides of the controversy, but is an opportunity to refute the advance notice. When a reply is made orally, make a written record and, if possible, have the employee sign it as an indication that he agrees with its accuracy.

(e) Identify the official to receive the written or oral reply.

(f) Advise the employee that the reply must be filed within 15 calendar days of receipt of the advance notice of the proposed action. When the effective date is 7 calendar days due to employee dishonesty, the reply must be filed within 3 calendar days of receipt of the advance notice of the proposed action. When reply periods are extended for good cause, effective dates may require adjustments.

(g) Advise the employee that his reply to the advance notice of adverse action will be given full consideration before a final decision is made.

(h) Inform the employee that a written final decision will be made within 15 calendar days of receipt of his reply, or if no reply is made within the authorized reply period, a written final decision will be made following expiration of the authorized reply period.

(2) Within 15 calendar days of receiving the employee's reply and after giving full consideration to the reply, or, if no reply is received within 15 calendar days following expiration of the authorized reply period, the management official will make a final decision. If the decision is to withdraw the action, notify the employee in writing. If the decision is adverse to the employee, whether it is to take the same action originally contemplated or a less severe action, advise the employee of the action to be taken. (If the official taking the action has made a decision to impose a less severe action, a new advance notice is not necessary.) The final decision will be in writing and will:

(a) Reference the advance notice of adverse action.

- (b) Advise the employee, if a reply was received, that full consideration was given to his oral or written reply or both, or if no reply was received, state no reply was received.
- (c) State the action to be taken and the paragraph of this regulation under which it is being taken.
- (d) State the basis for the action and which of the reasons in the advance notice of proposed action was resolved in favor of the employee and which against the employee. (The final decision will not add to the reasons stated in the advance notice.)
- (e) State the effective date of the action, which must be at least 30 calendar days from the date the employee received the advance notice of the action, unless a shorter notice period is provided in the appendix.
- (f) State that this is the official's final decision.
- (g) State that, within 21 calendar days of the receipt of the final decision, the employee may file, per this section, an appeal of the action taken. Any appeal submitted must contain a statement that the employee either does or does not desire an evidentiary hearing. Also advise the employee that the servicing personnel office will assist on format and procedures involved in filing this appeal.
- (h) Advise the employee of his right to be represented by counsel or any other individual secured by the employee at his expense in presenting the employee's appeal. All expenses of the employee and his representative must be borne by the employee, his representative, or both.
- (3) One of the employee's supervisors will give the final decision to the employee. Note the time and date of delivery on a copy retained by the official making the final decision. If the employee is absent, send the final decision to the employee at the last known address by certified mail, return receipt requested.
- b. An employee may appeal a final decision either under the procedures in this regulation or, if the employee is within a unit covered by a negotiated labor agreement, under the procedures prescribed in such agreement, but not both. If an employee appeals a final decision under the procedures in this regulation and also under the procedures in the existing labor agreement, the employee will be required to make a choice, in writing, as to which procedure he intends to pursue. The choice must be made before the close of business of the first workday after AAFES notifies the employee that a dual appeal has been filed. If the employee refuses or fails to choose between the procedures, the complaint or grievance will be covered by the procedures prescribed in the negotiated labor agreement and not per this regulation. An appeal from a final decision must be submitted in writing within 21 calendar days of the employee's or a designated agent's receipt of the written final decision. On request, the personnel office will give the appellant assistance in preparing a written appeal. Do not intimidate or coerce the appellant or the employee's representative in an effort to discourage the appellant from exercising his right to appeal or discriminate or retaliate against an appellant or his representative because of the exercise of such right. This provision does not, however, preclude discussion of informal resolution of the adverse action between management and the employee, his representative, or both, where appropriate. If the appellant chooses to be represented by an AAFES employee, and if the employee selected by the appellant consents and is determined, by appropriate authority, to be reasonably available, the employee will be made available. If an AAFES employee is so designated, he may have reasonable time off from his duties to represent the appellant. Any expenses incurred by this employee must be borne him or the appellant. AAFES employees assigned to the office of a general counsel, to personnel duties, or to security duties may not serve as the appellant's representative. Appellants may not have more than two representatives including legal counsel. If the appellant has two representatives, one must be designated as his lead representative.
- c. Disciplinary adverse actions which may be appealed under the procedures prescribed in this section are:
- (1) Suspension without pay for more than 30 calendar days;
 - (2) Disciplinary downgrade;
 - (3) Separation for cause; or
 - (4) Withdrawal of EMP status, except for declination of transfer.
- d. Nondisciplinary adverse actions which may be appealed under the procedures in this section are:
- (1) Downgrade or reduction in compensation (except reductions in compensation of regular full-time, regular part-time, temporary full-time, or temporary part-time employees caused by a decrease in the regular scheduled workweek due to military necessity; adverse weather conditions, acts of God, or other events beyond the control of AAFES management). Also, downgrade or reduction in compensation resulting from termination of temporary promotions, termination of details, change in an employee's shift, or as a result of rehire or reinstatement are excluded from the adverse action procedures.
 - (2) Separation for RIF (including involuntary, early retirement as a result of RIF).
 - (3) Separation for disability or for maternity.
 - (4) Downgrade or reduction in compensation for unsatisfactory performance.
 - (5) Separation for unsatisfactory performance.
- e. The adverse actions in c and d above are the only adverse actions from which an employee may appeal under the procedures in this section. Except for the adverse actions in d(4) and (5) above, appeals from nondisciplinary actions may be made only on the basis of procedural errors or discrimination, other than discrimination which would be a basis for consideration under equal employment opportunity procedures.

3-34. Adverse actions—appeals

a. If an employee wants to appeal an adverse action, the employee must address his appeal to the appellate authority, through the official making the final decision and the management official, if they are not the same person. The appeal may contain affidavits, documentary evidence, and arguments in support of the employee's appeal and must contain a statement that the appellant does or does not desire an evidentiary hearing. The name and address of the Appellant's representative, if any, must also be stated in the written appeal. The appellant must state the basis for his appeal in sufficient detail to permit the hearing examiner to understand its basis. The appellant must also state the remedy requested, which must be personal to him. The issues to be brought before a hearing will be limited to those set forth by the appellant in his written appeal; however, the appellant may, by letter received by the hearing examiner 15 calendar days prior to the date set for the convening of the hearing on the appeal, amend his appeal to add new issues. A copy of any letter amending an appeal must also be sent to the management official at the same time it is mailed or delivered to the hearing examiner.

b. On receipt of an appeal from an adverse action the management official will, within 7 calendar days of receipt of the appeal, forward the entire file to the Hearing Examiner's Office, Headquarters Army and Air Force Exchange Service, Dallas, TX 75222. The file forwarded will include the appeal, together with all evidence upon which the final decision to take the adverse action was based, and a copy of the final decision notifying the appellant of the adverse action.

c. On receipt of an appeal from an adverse action, the hearing examiner will ascertain whether action taken and appeal from such action is per the requirements of this chapter. If the hearing examiner determines that the Adverse action taken is not in compliance with the procedural requirements of this or other appropriate directives, he will forward the entire file with his recommendations to the Chief of Staff, Headquarters, AAFES, for appropriate action.

d. If the hearing examiner ascertains that the appeal does not comply with the requirements of this chapter or other appropriate directives, the hearing examiner will return the appeal to the appellant with a written explanation as to why it was not accepted, and, where applicable, refer to the directive and paragraphs that are the basis for not accepting the appeal. The appellant will be given 7 calendar days from date of receipt of the hearing examiner's letter to resubmit his appeal. If the employee fails to resubmit his appeal within 7 calendar days, the appeal will be considered withdrawn. The determination of the hearing examiner regarding acceptance of an appeal is final and not subject to further appeal or review. Forward the hearing examiner's decision through channels to the employee with a copy to the management official and to the official making the final decision.

e. If the employee does not request an evidentiary hearing, a recommendation on the appeal may be given by the hearing examiner on the relevant evidence submitted. However, the hearing examiner may, at his discretion, request additional evidence from either the appellant or the management official prior to making a recommendation.

f. If the employee requests an evidentiary hearing or if the hearing examiner determines that it is necessary, one will be conducted by the hearing examiner.

3-35. Preparation for hearing

a. The management official will select an individual to prepare and present the case for management. The appellant and the management official will notify the hearing examiner in writing of the names and addresses of their representatives in advance of the hearing.

b. The management official will provide facilities, including recording equipment and a court reporter or stenographer, as determined necessary by the hearing examiner, and will perform any other related functions as prescribed by the Commander, AAFES.

c. The hearing examiner is authorized to consult with the appellant and the management official or their representatives on an informal basis in advance of the hearing to clarify the issues, attempt an informal resolution, secure agreement as to certain undisputed facts, and attempt to narrow the issues to be considered during the hearing.

3-36. Hearing examiners

a. A hearing examiner will be responsible for establishing the date, time, and place of the hearing. The hearing examiner will also be responsible for giving advance notice in writing to all persons concerned in the case, with instructions regarding their participation. This notice will include: the date, time, and place of the hearing; the purpose of the hearing; and of the right of both the appellant and management to produce evidence in their behalf in documentary form, or by testimony of witness; the right of both the appellant and management to secure assistance and information from the servicing personnel office; and a statement, advising the appellant of his right to have representation and his responsibility arranging that representation.

b. The hearing examiner will conduct the hearing under procedures published by the Commander, AAFES. The functions of the hearing examiner are to identify the issues involved, ascertain and acquire all relevant facts, evaluate those facts, make findings, and write a recommendation on the appeal to the appellate authority. The hearing examiner will prepare a record of the hearing, which will include a verbatim transcript or, at the hearing examiner's option, a summarized record of the hearing, a statement of the issues involved, appropriate findings, and a written recommendation, including corrective action, where required.

c. Evidence introduced during the hearing will be limited by the hearing examiner to matters relevant to the appeal. Strict adherence to the formal rules of evidence will not be required.

d. When all evidence has been obtained, including that in the transcript of the hearing the appeal and evidence will be reviewed by the hearing examiner. Unless further evidence is required, the hearing examiner will make a written recommendation on the merits of the appeal and transmit it to the appellate authority. The hearing examiner may recommend modifying, if appropriate, any action taken. The hearing examiner may recommend appropriate corrective action to facilitate the implementation of the recommendation.

3-37. Record of hearing

a. The hearing examiner is responsible for insuring a record of each hearing is prepared. The transcript of the hearing will be prepared in duplicate and will be forwarded directly to the hearing examiner and billed to the management official. After the hearing examiner gives his recommendation, forward the original transcript and complete record to the appellate authority for reference. The duplicate copy of the transcript and record will be retained by the hearing examiner. The original of the transcript and record will be returned to the office of the hearing examiner following final action by the appellate authority. The appellant, if he wishes, may order a copy of the transcript at his own expense (The court decides the cost) from the court reporter at the time of the hearing. When an appellant fails to order a copy of the transcript from the court reporter and later elects to purchase a copy of the record of his hearing, the hearing examiner will return the duplicate copy of the transcript to the management official, who may reproduce a copy of the record and charge the appellant 25 cents per page, or may transmit the duplicate copy of the transcript to the appellant at the original cost of the duplicate copy.

b. The hearing record will include as a minimum:

- (1) The request for a hearing.
- (2) Notice of the hearing.
- (3) The transcript of the hearing with exhibits.
- (4) The hearing examiner's report which will include:
 - (a) A statement of the issues.
 - (b) A statement of the findings.
 - (c) The hearing examiner's recommendation.

3-38. Appellate authority

a. The appellate authority is the Commander, AAFES, or his designee. However, if the Commander, AAFES, is the management official, the appellate authority will be the Chairperson, Board of Directors, AAFES.

b. The appellate authority will secure the legal advice of his servicing general counsel prior to making his decision except that when the Chairperson of the Board of Directors is the appellate authority, he will secure the legal advice of The Judge Advocate General of the Army or of the Air Force, as appropriate, prior to making the appellate authority's decision.

3-39. Determination by appellate authority

a. The appellate authority will write a determination on the appeal. The appellate authority may approve, disapprove, or amend the recommendation of the hearing examiner or return the case for further hearing, or for corrective action. The written determination will, unless the hearing is to be reopened or unless other corrective action requiring further review is to be taken, include a statement that the determination by the appellate authority is final and not subject to further appeal or review.

b. One copy of the determination will be forwarded to each of the following: the appellant, the hearing examiner, the management official, and any intermediate headquarters, as appropriate.

c. If a rehearing or further review is ordered, processing of the appeal will continue in accordance with paragraphs 3-35 through 3-39, as appropriate.

Chapter 4 Assignment and Compensation

Section I Job and Pay Rate Changes

4-1. Explanation of terms

a. *Scheduled rate of pay.* Scheduled rate of pay means the rate of pay fixed by law or administrative action, including saved/retained rate of pay, for the job held by an employee before any deductions and exclusive of additional pay of any kind.

b. Rate of basic pay.

(1) For HPP employees the rate of basic pay means the scheduled rate of pay plus any authorized night shift or environmental differential.

(2) For UA employees the rate of basic pay means the scheduled rate of pay.

c. Grade. Within an applicable pay plan, grade is a numerical designation reflecting the degree of difficulty of the job's duties and identifying the range of the scheduled rate of pay.

d. Step A step is the numerical designation within a grade. A step reflects a specific rate of pay within the authorized pay schedule.

e. Promotion. Promotion is the change of an employee, while continuously employed, from:

(1) One UA grade to a higher UA grade.

(2) One UA job to an HPP job with a higher representative rate.

(3) One HPP job to another (regardless of grade, job ladder or wage schedule) with a higher representative rate in the same or different wage area.

(4) One HPP job to a UA job with a higher representative rate.

f. Representative rate. Representative rate means a rate used to determine the nature of the job's change (e.g., promotion, downgrade or reassignment) where different types of pay schedules (wage, schedules, job ladders or wage areas) are involved. A representative rate is the going rate (that is, the established rate on a single-rate schedule; step 2 rate on a 5-step schedule; or the step 4 rate on the UA pay schedule) of the jobs (grades) between which the employee is being changed.

g. Step advancement. A step advancement is the grant of a higher step within the same grade to an employee.

h. Reallocation. Reallocation is the change of grade (either up or down) assigned to a particular job based on:

(1) Changes (including Additions or deletions) to previously assigned duties.

(2) Changes in operating data (i.e., sales volume, income, employees supervised, number of operating shifts and days, number and geographical dispersion of activities) which significantly affect the factors governing the grade level of the job.

(3) Changes in grading standards.

i. Transfer. A transfer is a change in assignment of an employee which involves a change in the worksite. Transfers may be local or nonlocal.

(1) *Local transfer.* A transfer is a local transfer as long as the difference in the distance between the employee's residence and the old worksite, and the distance between the employee's residence and the new worksite, is less than 30 miles by the usually traveled route (e.g., if the distance between residence and old worksite is 10 miles and the distance between residence and new worksite is 35 miles, the difference in distance would be 25 miles and the transfer would be a local transfer).

(2) *Nonlocal transfer.* A nonlocal transfer is a change in the assignment of an employee which involves a new worksite and the difference in distance between the employee's residence and the old and new worksites is 30 miles or more (2) above).

(3) *Determination of transfers.* In unusual circumstances, when application of the definitions in (1) and (2) above results in obvious inequities, other factors such as commuting time or difficulty in making transportation connections may be considered in determining whether a transfer is local or nonlocal. All such cases must be approved by the Commander, AAFES.

(4) *Transfer of function.* Transfer of function means transferring responsibility for a function from one NAFI to another, or transferring a function from one organizational element to another within the same NAFI.

j. Downgrade. A downgrade means a change for an employee, while continuously employed, from:

(1) One UA grade to a lower UA grade.

(2) One UA job to an HPP job with a lower representative rate.

(3) One HPP job to another (regardless of grade, job ladder or wage schedule) with a lower representative rate in the same or different wage area.

(4) One HPP job to a UA job with a lower representative rate.

k. Temporary promotion. A temporary promotion is the result of an assignment per paragraph 4-7.

l. Detail. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to his regular duties at the end of the detail.

m. Reduction in force. A RIF is a reduction in the work force of an exchange, an ER, an OES area, an OES headquarters, a Distribution Region, or Headquarters, AAFES.

n. Training assignment. A training assignment is an assignment of an individual to a new position with a higher allocated grade, or assignment of a new appointee to a position for which he is not yet qualified and for which he needs further training.

o. Conversion. Conversion means a change in the employee's employment category.

p. Reassignment. A reassignment is a change for an employee to another job without promotion or demotion.

q. Equivalent increase. An equivalent increase is an increase in the employee's rate of basic pay, equal to or greater than the amount of the within-grade step increase for the grade in which the employee is serving. Determinations regarding equivalent increases will be made in accordance with Federal Personnel Manual Supplement 532-2, S8-5, for HPP and Special (Commission) Pay Plan employees.

r. Reclassifying a position. Assignment of a new official job title, job code, or grade to an authorized position which has undergone significant changes in its duties and qualifications.

4-2. Promotion

a. A non-EMP employee may be promoted based on a transfer, reallocation, or completion of training under paragraph 4-11. Employees are selected for promotion on the basis of performance, potential, and length of NAFI service as a regular full-time, regular part-time, or intermittent (regularly scheduled) employee in that order of importance. (Veteran status will be considered a factor in promotion selections where required by the terms of a negotiated labor agreement in effect on or after the date of this regulatory change.) In cases involving promotions based on transfer, availability for transfer may also be considered when two or more candidates for promotion have equal qualifications. Promotions will be effective the first day of a pay period.

b. Employees paid under the HPP will be promoted to the lowest step in the new grade which results in an increase at least equal to a one-step increase in the old grade. If the employee was at the highest step of the old grade, then the increase must be at least equal to the difference between the next to highest and highest step of the old grade.

c. Employees paid under the UA Pay Plan will be promoted to the lowest step in the new grade which results in an increase at least equal to a two-step increase in the old grade. If the employee was at the next to highest or highest step of the old grade, then the increase must be at least equal to the difference between step 8 and step 10 of the old grade.

d. If application of b or c above would result in a base salary higher than that for the highest step of the new grade, then the employee will be promoted to the highest step in the new grade.

e. Promotions to an EMP grade level will be made in accordance with section II, chapter 5.

f. An employee who is to be promoted and who has been receiving pay at a rate applied under salary retention per paragraph 4-8 will be promoted from the step which he would be receiving had salary retention not been applied.

4-3. Stop advancement

a. An employee is eligible for advancement to the next higher step (unless already in the highest step) at the beginning of the first pay period following completion of the required waiting period, provided his job performance is satisfactory and the employee has not received an equal increase (para 4-1p) in pay during the waiting period.

b. Waiting periods for step advancements will be as provided in figures 4-1 and 4-2 below:

Category of Employees	To Step Rate	Waiting Period in Weeks ¹
UA	2,3,4	52
	5,6,7	104
	8,9,10	156
HPP	2	26
	3	78
	4,5	104

¹ Waiting period is specified in terms of calendar weeks. Any week in which service is performed is considered a full week.

Figure 4-1. Duration of waiting periods for UA employees and all HPP employees having a regular scheduled workweek

Category of Employee	To Step Rate	Waiting Period in Days ¹ of Creditable Service in Pay Status	Over a Period of No Less Than
HPP	2	130	26 calendar weeks
	3	390	78 calendar weeks
	4,5	520	104 calendar weeks

¹ Any day on which service is performed constitutes 1 full day.

Figure 4-2. Duration of waiting period for Intermittent (on-call) employees without a prearranged regularly scheduled workweek

c. A new waiting period begins—

- (1) On initial appointment or promotion to a position;
- (2) After a break in service or after a non-pay status, either of which has been in excess of 52 weeks; or
- (3) On receiving an equal increase in pay.

d. Creditable service for purposes of step advancement waiting periods is as follows:

(1) *For UA employees:* all continuous regular full-time, regular part-time, temporary full-time, temporary part-time, and intermittent (regularly scheduled) DOD NAFI service.

(2) *For HPP employees:* all continuous regular full-time, regular part-time, temporary full-time, temporary part-time and intermittent (regularly scheduled) service in any branch of the Federal Government, or in the Government of the District of Columbia, or service in a prevailing rate job with a DOD or Department of Transportation NAFI.

(3) For creditable service while in LWOP status, see figure 4-3.

Category of Employees	To Step Rate	Maximum Weeks in LWOP Status
UA	2,3,4	2
	5,6,7	4
	8,9,10	6
HPP	2	1
	3	3
	4,5	4

Figure 4-3. Creditable leave without pay (LWOP)

e. Step advancement will be granted except when the employee is not performing at a satisfactory level. If performance is not satisfactory, the employee will be given in 30 calendar days advance written notice by the supervisor (before eligibility for step advancement) that the step advancement is being withheld. Such notice must indicate—

- (1) Specifically the respects in which his performance is not considered satisfactory.
- (2) What steps the employee should take to improve his performance.
- (3) That the employee's performance will be reviewed again in 60 calendar days. If the level of performance is then

considered satisfactory, the step advancement will be granted, effective with the beginning of the next pay period. If performance is not yet at a satisfactory level, the supervisor will proceed as follows:

(a) Secure written approval of the next higher authority (for performance reviews) to withhold the step advancement.

(b) Notify the employee in writing of the respects in which the performance is still not satisfactory, that the step advancement will be withheld, and that the employee will be considered again for step advancement 1 year from the date of initial eligibility for the step advancement.

4-4. Reallocation

a. Jobs will not be reallocated retroactively except as may be authorized under the provisions of paragraph 4-24 on jobs where grades may fluctuate.

b. If the job to which an employee is assigned is reallocated to a higher grade than the one the employee currently holds, but less than the EMP entry grade, one of the following actions will be taken: (effective the first pay period following receipt of the official authorization).

- (1) Promote the employee to the higher grade, if qualified.
- (2) Designate the employee for a training assignment under paragraph 4-11;
- (3) Transfer the employee laterally, if subject to transfer per paragraph 4-5, or if not, with the consent of the employee;
- (4) Detail the employee to the higher grade position or to another position; or
- (5) Temporarily promote the employee to the higher grade under paragraph 4-7.

c. If the job to which an employee is assigned is reallocated to a grade lower than the one the employee currently holds, one of the following actions will be taken (effective the first pay period following receipt of the official authorization, consistent with any required notice periods):

- (1) Promotional transfer per paragraphs 4-2 and 4-5.
- (2) Lateral transfer if the employee is subject to transfer per paragraph 4-5, or if not, with the consent of the employee, or
- (3) Downgrade per paragraph 4-6, unless the employee has a personal grade.

4-5. Transfer

a. Transfers may be lateral promotional, or downgrade.

(1) A lateral transfer is a change in assignment involving A change in worksite with no change in grade and not involving a promotion, downgrade, or reduction in rank or compensation.

(2) A promotional transfer is a change of assignment involving a change in worksite and resulting in a promotion as defined in paragraph 4-1e. The provisions of paragraph 4-2 on promotions apply.

(3) A downgrade transfer is change of assignment involving a change in worksite and resulting in a lower grade of a reduction in rank or compensation. The provisions of paragraph 4-6 on downgrade apply.

b. Transfers maybe local or nonlocal (para 4-1h(1) and (2)).

c. Local transfer may be made on the following basis:

(1) Lateral transfers maybe made at any time and for any reason, as determined to be in the best interests of AAFES. Reasons for such transfers may include, but are not limited to, RIF, reallocation, unsatisfactory performance during a warning period (para 3-11), and more effective use of the work force.

(2) Promotional transfers may be made at any time and without notice when determined to be in the best interest of AAFES.

(3) Downgrade transfers may be made based on—

- (a) RIF.
- (b) Unsatisfactory performance (para 3-11).
- (c) The consent of the employee.

d. Nonlocal transfer of HPP employees and employees not specified in e below may be made on a voluntary basis, subject to approval of the Commander, AAFES. These employees will be transferred nonlocally upon determination that the employee has skills or experience which are critically needed and not readily available in the labor market of the receiving AAFES activity.

e. Nonlocal transfer of EMP employees and all UA employees who have signed affirmative mobility statements is essential to the worldwide efficiency of AAFES.

(1) It is the objective of AAFES not to make a nonlocal transfer during the employee's normal tour of duty, except as a result of—

- (a) RIF.
- (b) Unsatisfactory performance (para 3-11).
- (c) Operational requirement for specific skills or experience which the employee possesses, and he is determined to be the best qualified and available for the position concerned.

(2) Tours of duty in CONUS are normally 4 years. Tours of duty in other areas will be published by the Commander, AAFES.

(3) It is the objective of AAFES not to prescribe oversea tours of duty which require a period of service outside the 48 contiguous States and District of Columbia for more than 5 years, except when extended service is authorized and approved by the Commander, AAFES.

(4) It is the objective of AAFES to give notice of proposed nonlocal transfer to employees 6 months prior to the effective date and notice of transfer 4 months prior to the effective date, except as a result of—

(a) RIF, according to the provisions of paragraphs 4-12 through 4-15.

(b) Unsatisfactory performance (para 3-11). Advance notice consistent with the protection of AAFES interest will be given.

(c) Operational requirement ((1)(c) above). Notice of proposed transfer and notice of transfer will be given as early as possible.

(5) It is contrary to AAFES policy to downgrade transfer employees, except as a result of—

(a) RIF.

(b) Unsatisfactory performance during a warning period (para 3-11).

(c) Voluntary downgrade transfer.

(d) Withdrawal of EMP status under paragraph 5-9.

(e) Transfer of function.

(6) Transfer to a lower grade position of an EMP employee who has been granted a personal grade per paragraph 4-9 is not a downgrade transfer except as provided in paragraph 4-6b.

4-6. Downgrade

a. Employees may be downgraded as a result of—

(1) Unsatisfactory performance or for disciplinary purposes (para 3-7).

(2) Reclassification or reallocation (including reallocations due to volume fluctuations).

(3) Transfer due to RIF.

(4) Voluntary downgrade transfer initiated by the employee.

(5) Reinstatement to a position resulting in a downgrade.

(6) Declination of EMP status when nominated, selected, or promoted under paragraphs 5-8 and 5-10, as applicable.

(7) Withdrawal of EMP status under paragraph 5-9.

(8) Transfer of function.

b. EMP employees in the entry EMP grade level and above may be downgraded (from their personal grade) per a(1), (4), (6), or (7) above in accordance with section II, chapter 5. Transfer of EMP employees to a job with a lower allocated grade is not a downgrade. (paragraph 4-5e(6)).

c. If downgraded, an advance written notice of downgrade (or downgrade transfer) of 30 calendar days must be given to the employee according to the instructions in paragraph 3-34. However, no notice letter or period will be required in connection with a voluntary downgrade per a(4), above.

d. Downgrade per a(1) above will be to the first step of the lower grade.

e. Downgrade per a(2), (3), (4), (5), (6), (7), or (8) above will be to the highest step rate of the lower grade for which the base salary does not exceed the employee's current base salary. In these cases, time spent in the step last held in the former higher grade will be credited toward the next step advancement in the lower grade.

4-7. Temporary promotion (effective 1 August 1979)

a. Temporary promotions may be granted under any one of the following circumstances:

(1) A UA employee may be granted a temporary promotion when assigned under a transportation agreement to a hardship area outside the CONUS designated by the Commander, AAFES.

(2) A UA employee may be granted a temporary promotion when the employee's current grade is lower than the EMP entry grade level, and the position the employee occupies is reallocated to a grade higher than this current grade, but lower than the EMP entry grade level.

(3) A UA employee may be granted a temporary promotion to the grade immediately below the EMP entry grade level when the employee's grade level and the position the employee occupies is reallocated to a grade at or higher than the EMP entry grade level. The temporary promotion may not exceed the grade immediately below the EMP entry grade level.

(4) A UA or HPP employee may be granted a temporary promotion in connection with the temporary assignment of the employee to a position for which a regular promotion, as defined in paragraph 4-1e, would be authorized. The temporary promotion may not exceed the grade immediately below the EMP entry grade level.

b. Employees granted temporary promotions will be advised in advance of the action on the initial personnel request. A promotion cannot retroactively be determined to be temporary.

c. Employees granted temporary promotions will be paid at the temporary grade and step as if the employee had been regularly promoted in accordance with paragraph 4-2.

d. Temporary promotions granted per *a*(1) above will be in effect for the period of assignment. Temporary promotions granted per *a*(2) above will be in effect for a period not to exceed 18 months. However, employees are eligible for consideration for regular promotions during the period of temporary promotion. On expiration of the 18-month period, employees who remain in the position will be regularly promoted under paragraph 4-2 to the allocated grade of the position.

e. Temporary promotions may be granted per *a*(4) above for the following and similar reasons: to meet temporary staffing requirements caused by absences, unfilled positions, special projects, and unusual workloads; pending other personnel action such as promotion or transfer; and pending receipt of required security clearance. However, temporary promotions will not be used primarily for training an employee or as a trial Period for evaluating the employee's performance in the job prior to permanent promotion.

f. Employees will be impartially selected for temporary promotion, under *a*(4) above on the basis of availability and suitability for performing the duties of the position. Such temporary promotion selections may be made as an exception to the competitive promotion selection procedures, established in connection with the AAFES Career Development Program. However, employees serving under a temporary promotion assignment may only be considered for regular promotion under established promotion procedures.

g. A temporary promotion under *a*(4) above will be authorized from the first day of the pay period coincident with or following the first day of the temporary assignment, and will not exceed the end of the pay period coincident with or following—

- (1) The 180th calendar day of the temporary assignment, for HPP employees;
- (2) One year in the temporary assignment for UA employees.

h. Unless an employee is regularly promoted under paragraph 4-2, he will be returned to the former grade and step not later than completion of the periods prescribed in *d* or *g* above. Such return does not constitute a downgrade or adverse action, and no notice is required. Service time in the temporary promotion grade will be credited toward eligibility for step advancements, and the employee will be granted any step advancement for which he would have become eligible in the former grade.

4-8. Salary retention

a. Effective 20 January 1979, the provisions of Title VIII of the Civil Service Reform Act (CSRA) of 1978, Public Law 95-454, which provide for grade and pay retention are applicable to AAFES CT employees.

b. A regular full-time or regular part-time UA or HPP employee not covered by para a above, who is downgraded through no fault of his own will be granted salary retention for a 2-year period. Computation of retained rate and general instructions pertaining to the retention period will be published by the Commander, AAFES, in accordance with FPM Supplement 532-2, S9, for all employees.

c. UA and HPP employees will be granted pay retention provided they—

- (1) Were assigned to a position with a higher grade for at least 2 previous years immediately prior to downgrade (excluding temporary promotion grades). This period includes any period or periods of nonpay status occurring during the 2 years.
- (2) Performed satisfactorily during this period as reflected on their performance evaluations.
- (3) Were not downgraded for disciplinary reasons.

d. UA and HPP employees may be eligible for indefinite pay retention as a result of initial conversion to the Federal DOD NAF Wage System under instructions issued by the Commander, AAFES.

4-9. Personal grades

a. Employees in the entry EMP grade level and above, upon approval by the Commander, AAFES (Board of Directors for grades above UA-15), may be designated EMP employees, and granted a personal equal to or higher than their current grade.

b. EMP employees in the entry EMP grade level and above will be paid at their personal grade regardless of the grade allocated for the job to which they are assigned.

4-10. Details. (Effective 1 August 1979)

a. An employee may be detailed to temporarily perform the duties of another job for a maximum period of 60 calendar days without being transferred to the job and without being entitled to receive the pay of the job to which detailed. However, an employee will not be detailed for more than 14 calendar days to a job for which a temporary promotion would be authorized under paragraph 4-7.

b. Employees may be detailed for the same reasons as provided in paragraph 4-7e for temporary promotions. No employee will be detailed to a position clearly inconsistent with his skill and experience level.

c. When an employee is detailed to a position for which a temporary promotion is not authorized, and it is determined that the basis for the detail requires the temporary assignment of an employee to the detailed position in

excess of 60 calendar days, a request for an appropriate extension to that time limit will be submitted, with justification, to the Director, Personnel Division, HQAAFES, for approval. An extension to the 60-day period will not be granted when other qualified employees are available for the detail assignment.

4-11. Training assignments

a. A training assignment is an appointment or transfer of an employee to a position for which he is not fully qualified. (This paragraph does not apply during the period that employees are trainees in the Management Development or College Trainee programs per sec IV chap. 5, or to employees occupying HPP or EMP grade level positions.)

b. The employee's grade and step during the training assignment will be—

(1) Current grade and step (plus any step advancements accrued during the training assignment). During a training assignment, an employee may be given interim increases to grades lower than that allocated to the position for which he is being trained. Progression through intermediate grades lower than the grade of the position for which the employee is being trained is not subject to the provisions of paragraph 4-2c. The interim increase may be to any intermediate grade and step. This will result in a salary increase but will provide a lower salary than that of the grade and step for which the employee would have been eligible, had he been fully qualified. Promotion from the interim grade to the allocated grade on completion of training will be per paragraph 4-2c, except that the employee will not be granted a step exceeding that which he would have reached had he been promoted to the allocated grade as a fully qualified employee at the time he was given the training assignment.

(2) For new appointees, step one of the grade which is not more than two grades lower than the grade allocated for the position.

c. An employee will be placed in a training assignment only when—

(1) He is newly appointed, or

(2) He is assigned to a position with a higher allocated grade than the grade he currently has (as a result of transfer or reallocation), and

(3) The employee is not fully qualified to perform the duties of the assigned position.

d. When an employee is placed in a training assignment, the following will apply:

(1) Determine that the employee needs additional training prior to being fully qualified for the position.

(2) Establish a training plan for each employee including—

(a) Identification of the areas where the employee needs training.

(b) Identification of the specific training required (including on-the-job and formal training).

(c) Establishing a training period. The length of the training period will be 6 months. If the employee does not satisfactorily complete the required training within the prescribed period due to sickness or other cause deemed appropriate by the management official, the training period may be extended, but not beyond a 1-year maximum.

(3) Notify the employee prior to appointment or transfer that he will be placed in training assignment and advise him of the allocated grade of the position and of his grade and step during the training assignment.

(4) Prepare a personnel request which identifies the assignment as of training assignment, the allocated grade of the position, the grade and step during the training period, and the beginning and ending dates of the training period.

(5) Prepare a detailed narrative evaluation of the employee's performance during the training period which will indicate whether the employee satisfactorily completed the required training.

e. If the employee satisfactorily completes the required training, he will be promoted to the appropriate step in the grade allocated for the position. The promotion will be effective with the first pay period following—

(1) The end of the training period, or

(2) Such earlier date as the employee has satisfactorily completed the required training.

f. If the employee does not satisfactorily complete the required training during the training period, or if it is determined at some earlier time that the employee will not satisfactorily complete the training, the training assignment will be terminated. The employee will be—

(1) Returned to his former position and step (include any step advancement accrued during the training assignment) or to another position with the same allocated grade as his former position (this does not constitute a downgrade); or

(2) If a new appointee, transferred to another position for which he is fully qualified or separated during the probationary period.

4-12. Reduction In force policies

When it appears necessary to transfer, downgrade, or separate employees based on a RIF, the following policies will apply:

a. Downgrade or separation of regular full-time employees will be avoided or held to the minimum.

b. Employees will be given as much notice of RIF as possible.

c. Local employment offices, appropriate firms, and Federal, State, and local government agencies will be asked to help separated employees find jobs. Advance notice of a RIF involving the separation of 25 or more employees will be

submitted to the Unemployment Insurance Services, Division of Federal Program Management. Manpower Administration-UIS, MVMF, US Department of Labor, WASH DC 20210.

d. RIF action will not be used where other personnel actions are more appropriate (e.g., separation for cause, unsatisfactory performance, or declination of transfer).

e. If consistent with fulfilling mission requirements, the necessary reduction can be achieved by not hiring new employees, curtailing conversions of temporary employees to regular employees, separating employees during probation, or separating employees who submit requests for retirement per paragraph 3-28b(2)(c), then no action will be taken to transfer, downgrade, or separate regular full-time or part-time employees.

f. Any employee who refuses an offer of transfer in connection with a RIF will be separated and will forfeit the travel and transportation entitlement provided in paragraph 4-43.

g. All proposed RIF actions which would result in separating or relocating 50 or more AAFES employees from Army installations must be reported to the Commander, AAFES, at least 60 days prior to starting such action. This reporting requirement does not apply where the RIF action is in conjunction with an installation closing or other action of which the AAFES RIF action is a part and which would be reported by other Army elements. When submitting these reports, refer to AR 5-10 as well as guidance prescribed by the Commander, AAFES.

h. Employees will not receive advance notices of separation for RIF until expiration of the 60-day notice period unless earlier authorization is granted by the Director, Personnel Division, HQAAFES.

4-13. RIF determination

No RIF action will be taken until—

a. Formal determination has been made that the work force must be reduced due to reorganization (which includes changes in positions resulting in upward or downward reallocation per paragraph 4-4), excessive personnel cost, phase down, inactivation, consolidation, transfer of function, or the need to reemploy a person exercising restoration rights under paragraph 2-4f, and return of an employee from LWOP under paragraph 5-31e(2).

b. The affected positions have been identified by job title.

4-14. RIF procedures—HPP employees

a. Rosters will be prepared of all current employees in the job titles affected. Only employees assigned to the same RIF element (i.e., exchange, area exchange, ER, overseas exchange system headquarters, an OES area exchange, distribution region, or Headquarters, AAFES) within a 30-mile radius of the geographical location of the place where the affected positions are, will be included on the rosters.

(1) Separate rosters will be prepared of regular full-time and regular part-time employees serving in the probationary period.

(2) Within each roster, the employees will be listed by grade.

(3) Within each grade, the employees will be listed in descending order by retention score.

b. Retention scores will be computed and will be the total of—

(1) Performance evaluation score (average of last three evaluations). If the employee was not previously rated three times, then the average of the last two evaluations, or if not available, the one evaluation available. If no evaluation is available, one will be prepared.

(2) Score for training accomplishments. Two points (not to exceed a total of six points) for each AAFES management development, course or course-approved under the AAFES tuition assistance program, which the employee has taken and completed satisfactorily.

(3) DOD NAFI service score computed on the basis of one point for each complete year of NAFI service as regular full-time or regular part-time employee, up to 10 years, and one-half point for each year over 10 years.

c. A list will be prepared of all HPP positions which are vacant or filled by employees in a probationary status.

d. By highest to lowest grade, when two or more grades are involved, the employee with the highest retention score will be considered for the following, in the order listed, to the extent available.

(1) Continuance in same position.

(2) Lateral local transfer to a vacant position.

(3) Lateral local transfer to a position filled by an employee in a probationary status.

(4) Downgrade local transfer to a vacant position.

(5) Downgrade local transfer to a position filled by a probationary employee, or an employee with a lower retention score.

(6) Lateral local transfer to a vacant part-time position.

(7) Downgrade local transfer to a vacant part-time position.

(8) Separation.

e. Each subsequent employee (first all regular full-time, then regular part-time, then probationary employees) will be considered in order as specified in d above. Employee will be considered only for jobs for which they are qualified.

f. On completing the action required e above—

(1) Employees to be transferred by promotion or lateral will be given 15 days written notice of transfer. A copy of the approved personnel request may be used for this notice.

(2) Employees to be downgrade-transferred will be given at least 30 days advance written notice of downgrade transfer.

(3) Employees to be converted from regular full-time to regular part-time or separated for RIF will be given 30 days written advance notice of the proposed action.

g. Actions will be adjusted, as appropriate, if employees resign.

4-15. RIF procedures—UA employees

a. *Initial procedures.* When employees are affected by a RIF, rosters will be prepared of all current employees within the same RIF element in the job titles identified as being affected. A RIF element is defined as CONUS Area Exchange, CONUS ER, Distribution Region, the OES HQ, the Oversea Area Exchange, HQ AAFES, and all AAFES elements within a 30-mile radius of the place where the affected positions are located, as appropriate.

(1) Separate rosters will be prepared of EMP employees and non-EMP employees.

(2) Within each roster, the employees will be listed by grade.

(3) Within each grade, the employees will be listed in descending order by retention score computed on the basis of performance, potential, length of AAFES service and in that order of importance. Computation of retention score will be under procedures prescribed by the Commander, AAFES.

b. *EMP RIF Plan.* EMP employees will be given retention rights over all other categories of employees without regard to location, grade, or job title of the position and will be considered on the basis of their qualifications to fill positions.

(1) Starting with the highest grade on the roster, the RIF element will recommend one of the following actions for consideration in the order listed below:

(a) Continuance in the same position.

(b) Transfer to any vacant UA EMP position or UA non-EMP position.

(c) Transfer to a position filled by a probationary employee.

(d) Transfer to a position occupied by a non-EMP UA employee.

(e) Declare the employee as surplus to the needs of the RIF element.

(2) Each subsequent EMP employee at each lower grade, in descending order, will be considered as provided in (1) above.

(3) The completed EMP RIF plan, together with a separate list of all vacant UA positions and all probationary UA employees within the RIF element, will be forwarded to the Commander, AAFES, for review.

(4) The Commander, AAFES, will review the EMP RIF plan and will—

(a) Approve the plan as forwarded;

(b) Modify the plan by directing assignment to other positions within the worldwide AAFES; or

(c) Declare those EMP employees not otherwise considered for assignment or reassignment as surplus to the present needs of the worldwide AAFES and direct an administrative or physical transfer to HQAAFES pending identification of a suitable position.

(5) The approved or modified RIF plan will be returned to the RIF element with instructions for implementation.

(6) Except as provided in paragraph 4-12f, EMP employees will be separated for RIF only under the following conditions:

(a) They are assigned to Headquarters, AAFES, under (4)(c), above;

(b) There is no assignment available worldwide commensurate with the employee's qualifications and AAFES operational needs; and

(c) The action is personally approved by the Commander, AAFES.

(7) Upon receipt of the approved or modified EMP RIF plan, the RIF element will implement the actions directed by the Commander, AAFES.

(a) All employees to be transferred locally will be given 15 calendar days written notice of transfer.

(b) All employees to be transferred non-locally will be given at least 30 calendar days' advance notice of transfer.

c. *UA (non-EMP) RIF plan.* UA non-EMP employees will be considered for retention on the basis of their qualifications to fill positions.

(1) Starting with the highest retention score on the roster, the RIF element will recommend one of the following actions for consideration in the order listed below:

(a) Promotional transfer to a vacant position.

(b) Continuance in same position.

(c) Reassignment to a vacant position.

(d) Reassignment to a position occupied by a probationary employee.

(e) Downgrade transfer to any vacant position.

- (f) Declare the employee as surplus to the needs of the RIF element.
- (2) Each subsequent UA (non-EMP) employee at each lower retention score, in descending order, will be considered as provided in (1) above.
- (3) The completed UA (non-EMP) RIF plan together with a separate list of all vacant UA positions and all probationary UA employees within the RIF element will be forwarded to the Commander, AAFES, for review.
- (4) The Commander, AAFES, will review the UA (non-EMP) RIF plan and will—
 - (a) Modify the plan by directing assignment to other positions within the worldwide AAFES for mobile UA employees;
 - (b) Approve the plan as forwarded; or
 - (c) Approve separation for RIF either as a result of declaring employee surplus to the needs of AAFES, or as a result of being displaced by an EMP employee under b(1)(d) above.
- (5) The approved or modified UA (non-EMP) RIF plan will be returned to the RIF element with instructions for implementation.
- (6) On receipt of the approved or modified UA (non-EMP) RIF plan, the RIF element will implement the actions directed by the Commander, AAFES.
 - (a) All employees transferred locally by reassignment or promotion action will be given 15 days advance written notice of transfer.
 - (b) All employees transferred locally by downgrade actions will be given at least 30 calendar days advance written notice of transfer.
 - (c) All employees to be transferred non-locally will be given at least 30 calendar days advance written notice of transfer.
 - d. *Employees serving in the probationary period.* The Commander, AAFES, within 30 calendar days, will notify the RIF element whether the probationary employees are approved for transfer to other positions outside the RIF element or are to be separated per paragraph 3-18.
 - e. *Separation pay.*
 - (1) UA employees separated due to a reduction in force will be authorized separation pay subject to the following qualifications:
 - (a) They have 2 continuous years service following completion of 1-year probationary period;
 - (b) They are not otherwise qualified for an immediate retirement annuity at time of separation; and
 - (c) No other suitable position is available within the worldwide AAFES.
 - (2) Payment formula:
 - (a) 1 weeks' base salary for each year of creditable service up to 10 years.
 - (b) 2 weeks' base salary for each year of creditable service over 10 years.
 - (c) Creditable service for this purpose is UA and HPP service as a regular full-time employee and service periods in temporary full-time status when converted to regular full-time.
 - (d) The maximum amount allowable will not exceed 1 years' base salary (26 bi-weekly pay periods of 80 hours each) at employee's grade at time of separation.
 - (e) Should an employee be subsequently reinstated or rehired, separation pay will be terminated.
 - (f) Should the employee become entitled to separation pay upon a subsequent termination, the remaining entitlement will be computed deducting the number of weeks for which employee previously received separation pay.
 - (g) Separation pay will be paid at the same rate of basic compensation received immediately before separation, and at the same pay intervals until the allowable entitlement is exhausted.
 - (h) The final payment will consist only of that portion of the employee's separation pay entitlement remaining.
 - (i) Lump-sum payment is not authorized.

4-16. Severance pay (effective 15 May 1976)

a. Regular full-time and regular part-time UA and HPP employees, not otherwise authorized separation pay per paragraph 4-15e, who are involuntarily separated due to RIF will be authorized severance pay subject to all of the following qualifications:

- (1) They have completed at least 12 continuous months of NAFI service immediately prior to their separation by AAFES.
- (2) They are not otherwise eligible for an immediate retirement annuity upon separation. (However, eligibility for or acceptance of reduced retirement annuity does not disqualify an employee from receiving severance pay).
- (3) They have not refused an offer of continued NAFI employment in a position resulting in the same or higher base salary within AAFES or any other NAFI located within the same commuting area.
- (4) They are not immediately employed by another NAFI.

b. The amount of severance pay authorized will be 1 weeks' base salary (including shift differential and environmental differential, if applicable) for each year of continuous creditable service up to 4 years of service. This pay will

be based on the number of hours regularly scheduled to be worked during a week, and will be paid in a lump sum payment at the same rate of basic compensation received prior to separation. The maximum amount of severance pay allowable will be 4 weeks' pay.

c. Creditable service for this purpose is UA and HPP service with one or more NAFIs (including AAFES) in a regular full-time or regular part-time status or temporary full-time status converted to regular full-time. Time served on active duty with the US Armed Forces which interrupted civilian NAFI service will also be creditable service. Creditable service for which severance pay is authorized and paid will not be considered in subsequent severance pay entitlement computations.

d. UA employees who are receiving separation pay under former programs will not be eligible for severance pay under this directive.

4-17. Reassignment

Reassignment of employees from one job to another will be made at the rate of pay which is identical to the employee's basic rate held immediately prior to the reassignment action. If the employee's current base rate exceeds the maximum rate authorized for the new position, the step rate will be established at the maximum rate authorized, unless the employee qualifies for salary retention under provisions of paragraph 4-8.

4-18. Conversion (effective 1 August 1979)

a. Employees may be converted from one employment category to another as indicated below:

Table 4-1
Conversion table

From	To
RFT	RPT
RPT	RFT or Intermittent (regularly scheduled)
Intermittent (regularly scheduled)	RFT or RPT
TFT	RFT, RPT, or intermittent (regularly scheduled)
TPT	RFT, RPT, TFT, or intermittent (regularly scheduled)

b. When a conversion Action results in improved benefits or increased compensation, employees for such an action will be selected strictly on the basis of demonstrated performance, potential, and length of DOD NAFI service. (Veteran status will be considered only if required by the terms of a negotiated labor agreement in effect on the date of this regulatory change.)

4-19. Simultaneous actions

Whenever two or more personnel actions relating to one employee are to be effective on the same day, the actions will be processed in the order most advantageous to the employee.

Section II

Wage and Salary

4-20. Rates of pay and pay plans

Rates of pay and pay plans generally will be commensurate with the prevailing rates for comparable work on a local, sectional, or nationwide basis. In overseas areas, hourly rates of pay for US citizens will be fixed to conform with average rates paid for work of a comparable level of difficulty and responsibility in CONUS.

a. The following pay plans are authorized:

- (1) Universal Annual Salary Plan.
- (2) Hourly Pay Plan (HPP).
- (3) Special Pay Plans.
- (4) Special employment agreement.

b. Rates of pay, structure, and applicability of the authorized pay plans are established as described below:

(1) (*Effective 13 July 1974.*) The rates and grade and step structure of the UA Salary Plan will be commensurate with the rates and grade and step structure of the Civil Service General Schedule for GS-5 through GS-18. The UA Salary Plan applies to executive, managerial, professional, and technical jobs and the employees occupying those jobs per job classification standards of the OPM and the DOD NAF Pay Administration Standards and Appeals Division. In foreign areas, the UA Salary Plan applies only to US citizens, US nationals, and permanent resident aliens of the

United States serving in a country other than their country of nationality. Positions and employees designated above grade UA-15 will be prescribed and approved by the Board of Directors.

(2) The rates of pay for the HPP will be established and published by the DOD Wage Fixing Authority (DOD WFA (NAF)).

(a) The HPP consists of a series of wage schedules containing five steps in each grade, the number of grades varying according to occupational fields. The HPP is applicable to the following occupational field positions and to employees occupying those positions.

(b) HPP positions will be evaluated per job grading standards and evaluation guides issued by the OPM and DOD NAF Pay Administration Standards and Appeals Division.

(3) Rates paid under a Special (Commission) Pay Plan will be computed on the basis of an established percentage of sales. Volume attributable to the employee. The commission percentage will be established by the Commander, AAFES, on the basis of applicable locality wage rates and upon appropriate data from other sources. The Special (Commission) Pay Plan is applicable to jobs for which it is deemed appropriate by the Commander, AAFES, and approved by DOD WFA (NAF).

(4) In unusual circumstances, as determined by the Commander, AAFES, rates of pay other than those established under the pay plans described in (1), (2), and (3) above may be established by the Commander, AAFES, for the purpose of concluding a special employment agreement with an individual employed to accomplish a specific function in a specified period of time. This authority may not be delegated. Rates of pay for such special employment agreements will not exceed the maximum rate of grade UA 15.

4-21. Locality wage surveys

a. All locality wage surveys will be scheduled by and conducted under the control of the DOD WFA (NAF). The results will be used to develop and publish appropriate HPP wage schedules.

b. The Commander, AAFES, may prescribe special surveys to determine the commission percentage paid in the private sector for similar jobs outside AAFES. The results of the survey will be used by the Commander, AAFES, to establish commission rates for AAFES jobs where authorized or obtain DOD approval.

4-22. Authority and responsibility

In addition to the authorities for establishing and applying various authorized pay plans specified in paragraph 4-20—

a. The Commander, AAFES will—

(1) Monitor and continuously evaluate the wage and salary program.

(2) Provide technical wage and salary assistance.

(3) Approve job descriptions and grades of all jobs in CONUS in accordance with classification standards provided by the OPM and DOD NAF Pay Administration Standards and Appeals Division, and all jobs occupied by US citizens and US nationals outside of CONUS.

b. ER and Distribution Region chiefs will monitor the wage and salary program at the ER and Distribution Region and at the exchanges within the ER area.

c. OES commanders will monitor the wage and salary program within the OES.

d. General managers will—

(1) Monitor the wage and salary program at the exchange.

(2) Assist in locality wage surveys conducted by the DOD WFA (NAF), as required.

e. Immediate supervisors will review job descriptions periodically (annually or more often) to ensure that each job description accurately describes the duties and responsibilities being performed and to ensure that each employee is being paid at a rate within the grade shown. When employees are paid on the Commission Pay Plan, assure that each employee is performing the duties for which the commission percentage was established and that the employee's pay is computed on the basis of the established percentage.

4-23. Job analysis and evaluation.

a. Job analysis is a study of job functions and preparing a job description from this information.

b. Job evaluation is comparing similarities and differences between duties and the applicable job standard to determine the relative value of the job to AAFES. It results in classifying the job as to pay plan and allocating a specific grade. This matching process should be supplemented by a consideration of the treatment of like jobs to ensure equity.

c. Job analysis and evaluation will be used to describe and allocate the grades of all standard and nonstandard jobs in CONUS and all standard and nonstandard jobs occupied by US citizens and US nationals outside of CONUS.

4-24. Fluctuating grades

For certain jobs, the fluctuation of volume (number and type of activities, sales, income, geographic dispersion of activities, employees supervised or administered) may be the determining allocating factor in job analysis and

evaluation processes required by paragraph 4-23. Such jobs will be reviewed and allocated at such times and on the basis of such standards as the Commander, AAFES, will determine.

4-25. Job ladder diagrams

All approved AAFES standard jobs paid on the UA, HPP, or Special (Commission) Pay Plans will be published by the Commander, AAFES.

4-26. Distribution of job descriptions

Job descriptions will be distributed as follows:

- a.* One copy for Headquarters, AAFES.
- b.* One copy for the personnel office of the using AAFES activity.
- c.* One copy for the supervisor. This copy will be signed by the employee to acknowledge his understanding of the scope and nature of his duties.
- d.* One copy for each employee.

4-27. Food employees' free meals

All employees assigned to food activities who work 4 or more hours per 24-hour period will be furnished one free meal per instructions published by the Commander, AAFES.

Section III

Travel and Transportation

4-28. Scope

This section establishes the policies governing travel and transportation of civilian employees of the AAFES to include their dependents and personal property.

4-29. Travel policy

a. The payment of travel and transportation expenses of civilian employees of the United States is prescribed in the Federal Travel Regulations (Federal Property Management Regulations 101-7) issued by the General Services Administration (GSA), and include entitlements authorized under the Rosenthal Bill—PL 89-516, approved 21 July 1966: 80 Stat. 323, which is applicable to AAFES employees as approved by the Board of Directors. Expenses for essential travel and transportation of AAFES employees, their authorized dependents, and household goods and personal effects will be allowed in amounts not to exceed those prescribed in volume II, DOD Joint Travel Regulations, and in accord with implementing instructions issued by the Commander, AAFES, in appropriate AAFES publications.

b. Travel will be authorized only for those purposes and by those means which are clearly in the best interest of the AAFES. Reimbursement for travel expenses other than those where the actual rate of reimbursement is stipulated, will not exceed the authorized expenses actually incurred, so that employees are neither financially rewarded nor penalized because of official travel. Only the most economical, convenient, and direct routes will be authorized for official travel, and any additional cost caused by deviation from these routes for personal convenience will be borne by the employee.

4-30. Authority for travel

Official travel of AAFES employees will be authorized by order-issuing officials as designated by the Commander, AAFES, in appropriate, AAFES publications. However, no civilian employee of the AAFES will authorize his own official travel.

a. Official travel will be performed only on the issuance of written orders, except temporary duty and local travel performed entirely within a 10-hour day does not require written orders.

b. When definite itineraries cannot be outlined in advance, authorization may be given for travel to specific points and such other points as accomplishment of the mission may require. However, if reimbursement for travel to other than a specific point is claimed, the employee must establish that the travel was required to accomplish the mission.

4-31. Official travel

Official travel is travel directed for the benefits of the AAFES. Official travel includes the following:

a. Temporary duty travel (TDY). Travel of a temporary nature performed when the employee is directed to travel away from his official duty station to accomplish a particular mission.

b. Permanent duty travel. Permanent duty travel includes travel of newly recruited employees from place of residence at time of recruitment to first official duty station; permanent change of station (PCS) travel; separation travel; and travel to selected place of residence.

c. Local travel. Travel necessary in conducting official exchange business within and around the official duty station.

d. Renewal agreement travel (RAT). Travel between consecutive overseas tours of duty to place of actual residence for purpose of taking approved leave and return to overseas area.

e. Emergency leave travel. Travel to the United States in connection with a bona fide emergency confirmed by the Red Cross, and return to the overseas area (para 5-28, sec VI, chap. 5).

f. Separation travel. Travel performed from an overseas duty station to place of actual residence or authorized alternate location in connection with separation from employment upon completion of the prescribed overseas tour of duty.

4-32. Agreements In connection with travel

In connection with appointment or transfer, under the condition set forth below, an employee will be required to sign a written agreement prior to commencing his official travel.

a. In connection with travel incident to a nonlocal transfer to or within CONUS or an appointment to a position within CONUS, an employee will be required to sign an agreement to remain in the service of AAFES for 12 months following the effective date of transfer, unless separated for reasons beyond his control and acceptable to AAFES. In case of violation of such agreement, any moneys, except those for training and subsistence allowances, expended by AAFES for travel, transportation, and allowances will be recoverable from the employee.

b. In connection with travel incident to a nonlocal transfer to a duty station outside CONUS, or an appointment to a duty station outside CONUS (under conditions prescribed by the Commander, AAFES), an employee will be required to sign an agreement to remain in the service of AAFES for a prescribed period of time following the effective date of transfer or appointment, unless the employee's failure to meet the period of service requirements is for reasons beyond his control and acceptable to AAFES. In case of failure to meet the period of service requirement during the first year of service under the agreement, any moneys, except those for training and subsistence allowances, expended by AAFES for travel, transportation, and allowances incident to movement to the duty station outside CONUS will be recoverable from the employee. In case of failure to meet the period of service requirement either during the first year of service or after completion of the first year of service, the employee will not be entitled to any travel, transportation, or allowances at AAFES expense incident to return to place of actual residence. Under conditions prescribed by the Commander, AAFES, employees who fail to meet the period of service requirements may retain certain travel entitlements incident to return to place of actual residence.

c. Under conditions prescribed by the Commander, AAFES, all employees assigned to an official duty station located outside CONUS who are eligible as employee to execute an agreement per b, above, will be authorized renewal agreement travel to their place of actual residence. In connection with such travel, the employee will be required to complete a minimum of 12 months' service upon return. In case of failure to complete such service, any moneys expended by AAFES for travel, transportation, and allowances incident to renewal agreement travel will be recoverable from the employee except as otherwise provided in the agreement. The Commander, AAFES, may waive recovery of the moneys when waiver is considered in the best interest of AAFES. The provisions governing renewal agreement travel will also apply to an employee hired in a foreign or nonforeign overseas area for assignment to an overseas official duty station in a different geographic locality (country) from that in which the employee's place of actual residence is located. In such cases, travel to and from the place of actual residence is authorized.

4-33. Modes of transportation

a. Transportation by AAFES or Government vehicle, vessel, or aircraft, privately owned conveyance, commercial common carrier, and special conveyances may be authorized. The determination as to mode of transportation will be made by the authorized order-issuing official.

b. Travel to, from, and in overseas areas will be by Government-operated or Government-controlled air transportation, Military Airlift Command (MAC) or Government surface Military Sealift Command (MSC) if available, in accord with the following:

(1) For economy and to minimize loss of productive hours during periods of travel, MAC transportation will take precedence over other modes of transportation.

(2) When MAC transportation is not available or a delay in obtaining such transportation would adversely affect accomplishing the AAFES mission, travel by commercial air, using less than first-class accommodations on US flag carriers may be authorized. The policy for use of less than first-class accommodations does not alter the requirement for maximum use of US flag carriers. When less than first-class accommodations are not available on US flag carriers, first-class will be used rather than other classes of foreign air carriers. Foreign flag carriers will be used only when US flag carriers are not available.

4-34. Baggage allowance

Baggage consists of personal effects of a traveler that are needed in connection with official travel and immediately upon arrival at the point of assignment. Baggage may accompany a traveler or be transported separately. Procedures governing shipment of accompanied and unaccompanied baggage, weight allowances, express shipments, and excess baggage are published by the Commander, AAFES.

4-35. Transportation of dependents.

a. Transportation of dependents, as prescribed by the Commander, AAFES, will be authorized in connection With permanent duty travel.

b. At the time of recruitment for or transfer to a foreign or nonforeign area, the employee will be advised whether dependents are authorized in the particular area to which the employee is being assigned, the approximate waiting period for housing, whether or not concurrent travel of dependents is authorized, and other pertinent information.

c. In connection with return from the foreign or nonforeign area, transportation of dependents will be authorized when the employee has acquired eligibility for return transportation by satisfactorily completing the minimum period of service or is transferred or separated for reasons acceptable to AAFES.

d. Transportation for return of one or more of an employee's dependents from the foreign or nonforeign area permanent duty station to the place of actual residence in the United States, its territories and possessions, prior to return of the employee may be authorized under and subject to conditions published by the Commander, AAFES.

e. Transportation of student dependents of an employee stationed in a foreign or nonforeign area will be authorized between School years on a space-available basis. Transportation will be limited to one round trip each school year. All land transportation will be at the expense of the employee. Mode of port-to-port transportation will be as prescribed in major command directives at the time of travel. In addition, student dependents of an employee stationed in a foreign area and the Panama Canal Zone will be authorized one round trip per college education between the official duty station and a school in the United States on a space-required basis.

4-36. Transportation and storage of household goods and personal effects

Transportation and storage of household goods and personal effects at AAFES expense will be authorized in connection with permanent duty travel in accordance with weight limitations, conditions, and procedures published by the Commander, AAFES.

a. In CONUS, transportation of household goods and personal effects will be authorized from the last official duty station, some other point, or partially from both. The destination may be the new official duty station or other point selected by the employee. The cost to AAFES, however, will not exceed the cost of transportation in one lot by the most economical route from the last official duty station to the new official duty station. Only those goods which are acquired prior to permanent duty travel will be shipped at AAFES expense. Transportation of goods acquired en route is not authorized. Claims for reimbursement will be supported by the original bills of lading or certified copies, or if bills of lading are not available, other evidence showing points or origin, destination, and weight.

b. For movement to a foreign or nonforeign area, employees will be authorized to ship the maximum weight allowances only when furnished quarters are not provided by the overseas command. When furnished quarters are provided AAFES employees, the amount authorized for shipment will be limited to the amount authorized military members of corresponding rank for the area concerned.

c. For movement from a foreign or nonforeign area, the origin and destination for transportation of household goods will be the same as authorized in *a* above.

d. Return of household goods from a foreign or nonforeign area prior to return of the employee may be authorized under conditions published by the Commander, AAFES.

e. Employees may be authorized temporary storage of household goods and personal effects for a period not to exceed 60 calendar days, except as authorized by the Commander, AAFES, upon appointment, transfer, and separation.

f. Employees in connection with a permanent change of station or new appointees assigned to foreign or nonforeign areas may be authorized nontemporary storage of household goods and personal effects.

g. Employees may be authorized nontemporary storage of household goods and personal effects in connection with a permanent change of station or appointment to an isolated area in CONUS.

h. Costs of storage of household goods and personal effects include the cost of necessary packing, crating, unpacking, uncrating, transportation to and from place of storage and other necessary charges directly relating to the storage. Claims for reimbursement will be supported by the original or certified copy of the receipted warehouse bill.

i. On request and under PCS orders, transportation or traffic management offices will ship household goods and personal effects of AAFES employees from and within overseas areas using Government bills of lading (GBLs). GBLs will apply except that billing and appropriation blocks will both show HQAAFES, Dallas, TX 75222. One memorandum copy and the accounting copy of the GBL and one copy of DD form 1299 will be forwarded to HQ AAFES, ATTN: Transportation Officer.

j. Maximum weight allowance for transportation and storage of household goods and personal effects will be as indicated in the employee's PCS travel orders.

4-37. Transportation of pets

Transportation of pets within CONUS and to foreign and nonforeign areas will be at owner's expense with no reimbursement authorized by AAFES. Transportation of pets from the foreign or nonforeign area to CONUS will be as

prescribed in major command directives. Compliance with laws governing the transportation of pets to and within nonforeign and foreign areas is the responsibility of the owner.

4-38. Transportation of privately owned vehicle (POV)

a. Employees who have executed a transportation agreement will be authorized transportation of POV in connection with tours of duty in foreign and nonforeign areas subject to the conditions and limitations published by the Commander, AAFES, and the overseas major commander.

b. When authorized, transportation of POV will be via Government vessel (MSC) or commercial US flag carrier, whichever is less costly to AAFES.

c. Mode of transportation will be determined by the transportation officer executing the shipment.

d. Under the provisions of 50 USC appendix 801, employees returning to CONUS after completion of a foreign area assignment of at least 140 days of continuous duration are authorized duty-free entry of a POV.

4-39. Transportation of mobile homes

Employees entitled to transportation of household goods and personal effects will be authorized a mileage allowance for transportation of a mobile home, in lieu of transportation of household goods and personal effects, subject to conditions and limitations published by the Commander, AAFES.

4-40. Other allowances and benefits

Other allowances and benefits relating to travel and transportation are specified below and will be authorized subject to the conditions and limitations published by the Commander, AAFES.

a. Per diem allowances.

b. Mileage allowances for use of privately owned conveyance.

c. Transportation and allowances for seeking living quarters.

d. Subsistence allowance while occupying temporary living quarters.

e. Relocation allowance.

f. Allowances for real estate and unexpired lease transactions.

g. Miscellaneous travel expense.

h. Preparation and transportation of remains of a deceased employee while performing official travel away from his official duty station or while assigned to an overseas official duty station and of a dependent who dies while residing at or traveling to or from an employee's overseas official duty station.

4-41. Married employees

When two or more members of the immediate family in the same household (e.g., husband, wife) are both employed at one duty station and are both transferred to the same new duty station or occupy the same residence in the vicinity of their old or new official duty station, and are eligible as employees under these regulations, entitlement to travel and transportation allowances will be limited to either husband or wife, with the other employee(s) being eligible as dependents(s) only.

4-42. Advance payment of travel expenses and allowances

Advance payment for official travel may be authorized in accordance with instructions published by the Commander, AAFES.

4-43. Travel and transportation to selected place of residence

a. VA employees separated for disability, RIF, death, or retirement on an immediate annuity, who have on file a current affirmative statement of mobility, who have been required to exercise the mobility obligation, and who have physically moved, are authorized travel and transportation to a selected place of residence in any of the 50 States or the District of Columbia. Travel and transportation benefits from the last official duty station to the selected place of residence will be limited to the transportation of the employee and his dependents and movement of household goods and personal effects, to include temporary storage of not more than 60 days.

b. If the last official duty station of an employee eligible under a above is outside the 50 States and the District of Columbia, and the employee is serving there under terms of an agreement prescribed in paragraph 4-32b providing for return transportation to a designated place of actual residence in the United States, he may separate at that location if he so desires. He will however retain entitlement under a above for 1 year from such separation for return travel and transportation to any of the 50 States or the District of Columbia. No other movement at AAFES expense will be authorized.

c. Dependents of deceased eligible employees are similarly authorized the same travel and transportation benefits under this paragraph as are the employees described in a above.

d. Travel must be accomplished in all cases within 1 year after the date of separation, or entitlement will be forfeited.

Section IV

Job Grading Appeals

4-44. General

- a.* An employee has the right to appeal the grade, title, or occupation grouping assigned to his job.
- b.* There are three stages in the appeal process: The employee files the appeal, the first appeal review (within AAFES), and the second appeal review (outside AAFES).
- c.* When a job-grading decision is made that will lead to a loss in grade or pay, promptly notify the affected employee in writing. The notice must advise the employee of appeal rights within AAFES and to outside agencies and specify the time limit within which the employee must file an appeal application if the employee is to establish or preserve the right to retroactive adjustment. Also, an employee may at any time request review of the grade, title, or occupational grouping assigned his job, but not the standards established for the job, nor other matters such as the accuracy of the job description, rate of pay, or the propriety of a wage-schedule rate. Employees have an absolute right, free from restraint, interference, or coercion to appeal beyond the first appeal review to one of the outside agencies listed below if a satisfactory settlement has not been obtained within AAFES:
 - (1) Office of Personnel Management, if a Crafts and Trades (CT) prevailing-rate employee; or
 - (2) DOD NAF Pay Administration Standards and Appeal Division, if any other category of employee, i.e., Administrative Support (AS), Patron Service (PS), or UA.
- d.* Disagreements over job description content must be filed as a grievance (as defined in chap. 3) as opposed to a job-grading appeal. Prior to the employee's requesting a review of the job description, however, the supervisor and the employee should attempt to reach an agreement informally.

4-45. Appeal application

- a.* The employee will submit the appeal application per instructions published by the Commander, AAFES. When a reduction in grade or loss of pay is involved, the appeal application must be filed within 15 calendar days after the effective date of the action or the employee's notification, whichever is later, to preserve retroactive adjustment rights. Permit a longer time if the employee can show that circumstances beyond his control precluded submission within the 15 calendar day period.
- b.* The designated management official will forward the appeal application to the first appeal review official. A copy of the appeal application and forwarding comments will be provided the employee.
- c.* The employee has the right to be represented and advised by a chosen representative when filing the appeal application. The employee and his representative will be assured freedom from restraint, interference, coercion, discrimination, or reprisal because of participation in the appeal. The employee and his representative must be given a reasonable amount of official time to present the appeal application, if they are otherwise in a pay and duty status. The servicing personnel office will provide necessary clerical assistance to file and appeal application.
- d.* AAFES may cancel the appeal application when the employee does not furnish required information or otherwise does not proceed with the advancement of the appeal application in a timely manner.

4-46. First appeal review (within AAFES)

The first-appeal review official will review the appeal record and issue a written decision. The written decision will be forwarded to the employee and will advise the employee of the further right to second appeal review, if appropriate. In addition, the decision will include an explanation of the basis for the decision. If the decision is favorable to the employee, the effective date of change in the grade, title, or occupational grouping of the job will be specified in the written decision. If the first-appeal review decision is not made within 60 days of the date of receipt of the appeal application by the designated management official, the employee may request the Commander, AAFES, to assume AAFES first-appeal review jurisdiction. The employee must exhaust the AAFES first-appeal review procedures before appealing to an outside agency per paragraph 447.

4-47. Second appeal review (outside AAFES)

- a.* The employee may file a request for a second appeal review to the Office of Personnel Management or the DOD NAF Pay Administration Standards and Appeals Division, as applicable, only after receiving an AAFES written decision on the first appeal review. The second appeal request must be in writing and must specify that part of the AAFES first appeal review decision with which the employee does not agree. This appeal request must be filed within 15 calendar days of the date of receipt of the AAFES decision. The outside agency (Office of Personnel Management or DOD NAF Pay Administration Standards and Appeals Division) may extend the time limit for filing the second-appeal request if the employee was—
 - (1) Prevented by circumstances beyond his control from filing the request within the prescribed time limit; or

(2) Not notified or was otherwise unaware of the time limit for filing the request.

b. The appropriate outside appeal review agency will arrive at a decision based on a review of the employee's appeal application, the job-grading review file, the record of the first-appeal review, and possible audit and investigation of the job. The outside agency will notify AAFES and the employee in writing of its decision, with effective date specified as necessary. The second-appeal review decision is final and binding, and there is no further right of appeal by the employee. The outside agency may, however, reconsider any previous decision if warranted by the circumstances. Decisions that correct downgrading or a loss of pay retroactively will require correction of records and supplemental salary payments as determined by the outside agency.

Chapter 5

Special Programs, Records, and Leave

Section I

Employee Associations

5-1. Purpose

The organization of employee associations to provide recreational and social activities for employees is authorized and encouraged. Adequate facilities for conducting meetings and publicizing activities of associations will be provided by AAFES. Designated members of employee associations may be permitted a reasonable amount of time off during duty hours to maintain records and promote activities.

5-2. Association funds

The basic sources of funds for an employee association are the dues collected from members and income from minor revenue-producing activities, which may be engaged in by the members.

5-3. Association status

An employee association is a voluntary association of individuals. It is not part of the Federal Government, the installation where located, or the AAFES. Therefore, neither the Federal Government, the installation where located, nor the AAFES is responsible for its actions or debts.

5-4. Limitations

Employee associations are subject to the following limitations:

a. Employee associations will require approval to operate from the principal management official (i.e., general manager; ER/Distribution Region Chief; OES commander, OES area exchange commander/executive, or Commander, AAFES, as appropriate) assigned to the exchange activity.

b. The official granting approval has the right to inspect and inquire into all phases of the association. He may revoke approval at any time necessary in the interest of AAFES. In establishing an employee association, provision will be made independent of the bylaws for regular reports of activities to the official granting approval.

5-5. Insurance coverage

a. Employee associations are not included under the insurance coverage of AAFES. For this reason, consideration will be given to procuring fidelity insurance coverage for the association treasurer and other officers handling funds of the association. To further protect the association, consideration will be given also to procuring comprehensive bodily injury and property damage liability insurance coverage with the limits of liability in line with the hazards of contemplated activities.

b. Because of the financial liability factor which would be involved in injury to persons or damage to property, associations will not conduct any social or athletic activity during duty hours.

Section II

Executive Management Program

5-6. Purpose

The Executive Management Program (EMP) is intended to fulfill the continuing requirement of AAFES for highly qualified and dedicated executive employees who will be readily available to meet the worldwide executive personnel requirements of AAFES.

5-7. Executive Management Program definition

a. EMP positions are positions so designated by the Commander, AAFES, to include all positions in the entry EMP

grade level and above and such other positions as are necessary or suitable for the training and development of individuals for attainment of the EMP grade level.

b. An EMP employee is a US citizen who has completed the prescribed period of AAFES service, who has been designated an EMP employee by the Commander, AAFES, and who has acknowledged in writing that he understands and accepts the conditions of the EMP as prescribed by the Commander, AAFES.

5-8. Nomination and designation to EMP status

Procedures for nomination, selection, and designation to EMP status will be as published by the Commander, AAFES. Entry grade level for EMP status will be established by the Commander, AAFES, subject to the approval of the Board of directors.

a. Employees who attained EMP status prior to 10 December 1969, but who did not attain a grade level of UA 12 prior to 10 July 1976, will continue to enjoy only those benefits applicable to EMP status which were in effect before 10 December 1969, provided they continue to meet the requirements under which they qualified. However, at such time as they attain the EMP entry grade level as currently established by the Commander, AAFES, they will then be eligible to participate in all EMP benefits which were instituted on or after 10 December 1969, provided they continue to meet the requirements under which they qualified.

b. Employees who attained the grade level of UA 12 before 10 July 1976, and who were or became participants in EMP as it existed prior to 10 July 1976, will continue to enjoy all those benefits of the program then in effect plus all benefits and privileges created on or after 10 July 1976, provided they continue to meet the requirements under which they qualified for the EMP.

5-9. EMP obligations and benefits

a. Obligations of EMP employees are as follows:

(1) EMP employees are obligated to develop their efficiency to the fullest in fulfilling the purpose of the program.

(2) EMP employees are obligated to accept transfer throughout the worldwide AAFES, except when the Commander, AAFES, determines that individual circumstances justify withdrawal of a proposed transfer. In the absence of such determination by the Commander, AAFES, the EMP status of an EMP employee who declines to accept a proposed transfer may be withdrawn by the Commander, AAFES, and the employee will be subject to separation based on declination of transfer per paragraph 3-26.

(3) EMP employees who are in the entry EMP grade level or above are obligated to accept the terms of EMP early retirement.

b. Benefits to EMP employees are as follows:

(1) Retention priority in RIF (para 4-12 through 4-15).

(2) Longer notice periods based on length of service in case of certain separations (app B).

(3) Triple indemnity accidental death benefit and supplementary life insurance benefits under the AAFES Group Insurance Plan.

(4) Supplemental retirement benefits and retention of personal grade, regardless of assignment. For continuation of benefits for EMP employees below the current EMP entry grade level, see paragraph 5-6.

c. The Commander, AAFES, or his designee, may withdraw EMP status for—

(1) Failure to fulfill EMP obligations as set forth in the Employee's Statement of Acceptance/Declination of EMP status.

(2) Unsatisfactory performance.

(3) Insubordination.

(4) Conduct on or off the job reflecting discredit upon AAFES.

(5) Violation of laws, regulations, rules, or procedures.

5-10. EMP Selection and Promotion

a. The Commander, AAFES, will periodically review and establish as necessary, the number and grade level of positions to be included in the EMP, with the exception of position establishments above grade UA 15, which require approval of the AAFES BOD.

b. The EMP employee in the entry EMP grade level and above is granted a personal grade which does not fluctuate with nor depend on the position occupied (para 4-9).

c. Employees in one grade below the entry EMP grade level and EMP employees in the entry EMP grade level and above, except those with personal grades of UA 15, may be promoted upon approval of the Commander, AAFES. EMP employees with a personal grade of UA 15 may be promoted on recommendation of a Central Promotion Board and the Commander, AAFES, and approval by the Board of Directors.

d. The Commander, AAFES, will appoint Central Promotion Boards as appropriate, to meet at least once each year. Central Promotion Boards will be composed of individuals senior to the grades under consideration for promotion. The

boards will have a minimum of five members, and normally the chairperson will be a senior field grade or general officer.

e. Central Promotion Boards will function as follows:

(1) Review pertinent records furnished by Personnel Division, Headquarters AAFES, of each employee who meets the criteria established by the Commander, AAFES.

(2) Identify those employees who have demonstrated exceptional ability and have the greatest potential for performing successfully at the EMP grade level.

(3) Identify and recommend courses of action which will enable AAFES to develop more effectively any of the executives under consideration. Recommend a course of action, as appropriate, concerning executives who have been identified through prescribed performance evaluation as marginal.

f. No employee or new appointee will be granted an EMP grade without the approval of the Commander, AAFES.

g. Personal grades of EMP employees will be withdrawn on—

(1) Loss of EMP status per paragraphs 5-9a(2) and 5-9c.

(2) Downgrade per *e*(3) above and paragraph 4-6b to a grade level below the entry EMP grade level.

Section III

Personnel Files and Records

5-11. General

Personnel files and records are the basic source of factual data about an individual while employed by and after separation from AAFES and will contain all official and authenticated information and documents pertaining to the individual's employment with AAFES under the provisions of this section. Files and records will be maintained and disposed of under the provisions of this section. Additional detailed disposition instructions consistent with the provisions of this section will be published by the Commander, AAFES.

5-12. Definitions

Authorized personnel files and records are defined as follows:

a. Official Personnel Folder. This is the official folder containing all information and documents pertaining to an individual's employment with AAFES. The appropriate personnel office will maintain it for each AAFES employee, except casual employees.

b. Career Management Personnel Folder. This folder contains information and documents necessary for centralized career management of UA employees. Personnel Division, Headquarters, AAFES, will maintain it for all UA employees, including college trainees.

c. Employment Suitability Folder. This is a temporary folder maintained at the appropriate personnel office containing information and documents of a privileged nature during the initial probationary period of the employee.

d. Personnel Control File. This file is maintained in the appropriate personnel office. It provides the official record of authorized jobs and positions, incumbent of each position, and concise summary information on each employee, as follows:

(1) AAFES Forms 1200-11 through 1200-15 (Job Identification Strips) designate job title and job code of each position.

(2) AAFES Form 1200-4 (Employee Service Record Card) is a concise summary of information about each employee.

e. AAFES Form 1100-24 (Employee Counseling Record). This card is maintained by each supervisor for each employee under his immediate supervision. The supervisor enters summarized information about the employee and records counseling interviews with results of action taken.

f. Employee Service Record Cards. Inactive AAFES Forms 1200-4 comprise a record of separated employees which is maintained by the personnel office of the activity from which the employee separated.

g. Other Authorized Files. Other files authorized by records management procedures published by the Commander, AAFES.

5-13. Contents of folders

The contents of the folders defined in paragraphs 5-12a and b will be per instructions published by the Commander, AAFES. The contents of the employment suitability folder will be as follows:

a. Letters of reference.

b. Preemployment credit reports.

c. Security investigation reports and related material.

d. Records of medical examinations and related correspondence.

e. Other items of a privileged nature relating to the employee's suitability for retention beyond the probationary period.

5-14. Maintenance, transfer, and disposition of personnel files and records

a. Official Personnel Folders.

(1) Folders will be maintained alphabetically and separately for active and inactive personnel in locked metal cabinets under the custody of the personnel administrator. Folders for EMP members, UA employees, and college trainees will be maintained in a file separate from those for HPP employees. These active and inactive folders will also be maintained separately.

(2) Folders will be released to management personnel on a need-to-know basis only. On request, an employee may review his own personnel folder in the presence of a personnel official.

(3) When an employee is transferred, his folder will be sent directly to the gaining activity, except when a different forwarding channel is prescribed by the Commander, AAFES.

(4) Wherever forwarded, folders will be sent by regular official mail in a sealed interior envelope within an exterior mailing envelope marked for the personal attention of the personnel official of the receiving activity.

(5) The official personnel folder of a UA employee will not be made available to other installations, agencies, or individuals for review in connection with a proposed transfer action.

(6) When an employee separates, his folder will be disposed of under records management procedures published by the Commander, AAFES.

b. Employment Suitability Folder.

(1) On satisfactory completion of the probationary period, records of medical examinations will be transferred to the official personnel folder. The remaining contents of the Employment Suitability Folder will then be disposed of under records management procedures prescribed by the Commander, AAFES. A notation will be made in the official personnel folder that references were obtained.

(2) When the employee does not complete the probationary period satisfactorily and is separated, the entire contents of the employment suitability folder will be transferred to the official personnel folder.

c. Other personnel files and records. Maintenance, transfer, and disposition instructions for other personnel files and records will be published by the Commander, AAFES.

Section IV Training

5-15. General

a. Training policies and programs are established to assist employees in improving personal skills, develop employees to assume jobs of greater responsibility, and increase the efficiency of AAFES operations. Training is the responsibility of every supervisor at all levels of management. Employees will be trained in the proper performance of their assigned tasks, and qualified employees, as selected by AAFES, will be given opportunities for personal development. Specific responsibilities are set forth in this section.

b. Participation in and completion of training does not establish a right to promotion or reassignment to other jobs. However, it will be a factor in considering employees when AAFES requirements necessitate personnel changes.

5-16. Training programs defined

a. *On-the-job Training.* This is a program of training during duty hours to improve personal skills required in the position held or to provide instruction or actual experience in performing duties other than those to which the employee is assigned. It includes group instruction in conferences, seminars, work projects and discussions, individual training by a sponsor, and performance on a trial basis subject to limitations in paragraph 4-11. It may also be employed in training under the Employee Development Program, the College Trainee Program, and the Management Development Trainee Program.

b. *Employee Development Program (EDP).* This is a sponsored self-study program composed of study courses and examinations designed to improve the job skills of exchange employees in their present jobs and to qualify them for advancement.

c. *College Trainee Program.* This program recruits and trains college graduates with a minimum of a 4-year degree for management, technical, and professional jobs.

d. *Management Development Trainee Program.* This is a program to recruit personnel outside of AAFES or select current employees with practical business experience to be trained for management jobs as specified by the Commander, AAFES.

e. *AAFES Education Plan.* This plan furnishes educational and technical training opportunities for eligible employees; to help them meet the education standards prescribed for AAFES positions; and to provide specialized training for

selected executives. The plan includes education and training available from recognized schools, colleges, and universities, commercial and Government agencies, and schools or training media designed or conducted by AAFES.

5-17. Approval authority and criteria for training

a. Training must be aimed at the needs of the work unit and the individual employee. The criteria for approval of participation in specialized programs are the interests and training requirements of AAFES and availability of funds for this purpose.

b. Authority for approving participation in the training program is as follows:

(1) On-the-job Training—General managers, ER and Distribution Region chiefs, OES commanders, and Commander, AAFES.

(2) Employee Development Program—General managers, ER and Distribution Region chiefs, and OES commanders.

(3) College Trainee Program—Commander, AAFES.

(4) Management Development Trainee Program—Commander, AAFES.

(5) AAFES Education Plan—Commander, AAFES.

5-18. Training responsibilities

a. The Commander, AAFES, will establish training policies and program and publish technical instructions consistent with this regulation to meet AAFES training requirements, worldwide.

b. Chief of ERs/Distribution Regions and OES commanders will—

(1) Implement training policies and programs established by the Commander, AAFES, and develop additional programs to meet local requirements.

(2) Monitor training programs and provide technical training assistance to exchanges within geographical areas of responsibility.

(3) Administer training programs for ER/Distribution Regions or OES employees for the purpose of assuring effective job performance.

c. General managers will—

(1) Administer training programs and ensure appropriate employee participation.

(2) Maintain training records and files as prescribed by the Commander, AAFES.

(3) Designate a qualified member of management as Training Coordinator to be responsible for organizing and administering training functions as part of his regular duties. When justified by size, number of activities, or geographic dispersion, a full-time training coordinator position may be established on approval by the Commander, AAFES.

5-19. Training benefits and allowances

Participation in training does not affect the eligibility of the employee for benefits and allowances to which he is otherwise entitled by virtue of his employment status as defined in section II, chapter 2.

a. Employees whose personnel actions identify them as trainees participating in the Management Development Trainee Program or the College Trainee Program will be paid trainee allowances in lieu of full per diem when assigned for training at a location other than that of the place of residence (for new hires) or official duty station (for trainees selected from current employees) at the time of such assignment.

b. Trainee allowances will not be paid if the employee is assigned for training at his place of residence or official duty station, or if the employee is authorized full permanent change of station benefits in connection with a change of official duty station.

c. Trainee allowances authorized in a above will be paid for the following periods:

(1) From the date of arrival at the training location, the lesser of 60 days or the period of occupancy of temporary quarters. A new period of payment will begin if the trainee is relocated to a different training location that necessitates a move.

(2) From the date of first assignment in other than a training capacity at a location which necessitates a move, the lesser of 30 days or the period of occupancy of temporary quarters at the first assignment location. In all cases, the employee's first assignment in other than a training capacity will be the first official duty station for purposes of determining travel and transportation benefits.

d. The amount of the trainee allowance for each calendar day will be as follows for trainees in the Management Development Trainee Program and for the College Trainee Program:

(1) For trainees accompanied by dependents, three-fourths of the applicable per diem rate.

(2) For trainees not accompanied by dependents, one-half of the applicable per diem rate.

e. Movement of household goods and dependents to the location of the training assignment may be authorized under conditions prescribed by the Commander, AAFES.

f. During appointment processing and orientation at other than their training location, trainees will be paid applicable

per diem allowances, rather than trainee allowances, subject to their eligibility for per diem. Per diem allowance will also be paid, rather than trainee allowance, during travel to the location of the training assignment.

g. Per diem allowance and trainee allowance will be paid simultaneously during temporary duty travel from the training location to locations other than the place of residence or official duty station when the trainee's expenses for quarters at the training location continue during the temporary duty travel.

5-20. Assignment of trainees

a. An employee who has successfully completed training under the Management Development Trainee Program will be assigned to the job for which he has been trained, unless AAFES personnel requirements necessitate assignment to a different job for which the employee is qualified. Assignment will be at a grade which provides a base salary not less than that earned during the training period.

b. An employee who has successfully completed training under the College Training Program will be assigned to an appropriate job. Assignment will be at a grade which provides a base salary not less than that earned during the training period.

c. Assignment and reassignment of employees who complete other training programs defined in paragraph 5-16 will be based on AAFES personnel requirements.

5-21. Unsuccessful participation in training

a. Failure of a newly hired employee in the Management Development Trainee Program or the College Trainee Program to make satisfactory progress toward completion of the program will be grounds for separation during probationary period, on approval by the Commander, AAFES.

b. An employee selected from an AAFES assignment for participation in the Management Development Trainee Program or the College Trainee Program who fails to make satisfactory progress toward completion of the program will be returned to his former position or offered a similar position of the same grade at the same or another location. However, this is not to be construed as precluding other suitable action, such as downgrade or separation, when justified under the appropriate paragraphs of this regulation.

c. If an employee fails to complete a course satisfactorily for which tuition assistance has been approved—

(1) The approval for tuition assistance will be withdrawn. Any advance received must be repaid to AAFES.

(2) The employee will not be eligible for further tuition assistance unless approved by the Director, Personnel Division, HQAAFES.

d. Employees who are separated based on resignation (para 3-24) must repay to AAFES any tuition assistance received during the 12 months immediately preceding separation.

Section V.

Insurance and Retirement Program

5-22. Types of programs

AAFES employee benefit programs include group insurance, retirement annuity benefits, worker's compensation, and related programs. AAFES employees are also entitled to benefits under certain Federal programs.

5-23. Eligibility for employee participation

a. Group insurance.

(1) A regular full-time employee is eligible except as described in (2) below. Participation is optional with the employee. AAFES funds will not be expended for insurance programs for eligible employees who do not elect to participate in the AAFES group insurance program.

(2) Any regular full-time employee assigned outside the 50 States and the District of Columbia is eligible only if he is a US citizen, US national, or a permanent resident of the United States.

(3) (*Effective 1 July 1974*). Dependents who may be included under group insurance coverage are the spouse of an employee and an employee's unmarried children to their 19th birthday. Also, unmarried children age 19 and over who are regularly attending school and depend solely on the employee for support may be included as dependents until their 23d birthday. Effective 1 June 1968, continuation of coverage is permitted beyond age 19 for unmarried dependent children who are mentally or physically incapable of earning a livelihood.

(a) The word "children" includes an employee's own children, stepchildren, foster children, and other children who depend on the employee for support and live with him in a regular parent-child relationship.

(b) No person may be eligible for benefits both as an employee and as a dependent or as a dependent of more than one employee.

(c) Dependents become eligible on the same date as the employee, or if acquired after the date the employee becomes eligible, on the date they first become eligible dependents.

b. Retirement.

(1) Each employee will become eligible on appointment or conversion to regular full-time employment, except that

if employed outside the 50 United States and the District of Columbia, the employee must be a US citizen, US national, or a permanent resident of the United States.

(2) Participation of eligible employees is mandatory.

(3) Employees who are reinstated or rehired to regular full-time status after a break in eligibility may be authorized credit for previous periods in the retirement program per paragraphs 2-4 and 2-5.

c. Federal programs.

(1) AAFES employment qualifies eligible employees to receive social security benefits. The criteria for eligibility are set out in applicable US statutes.

(2) Employees are eligible for Federal unemployment compensation under applicable state law.

(3) Employees are eligible for worker's compensation benefits under the Longshoremen's and Harbor Worker's Compensation Act. Off-duty military employees are not covered.

5-24. Basis for benefits

a. Insured employee benefits will be as prescribed and published by the Commander, AAFES.

b. Social security, unemployment compensation, and worker's compensation benefits will be as provided by law.

5-25. Administration responsibilities

a. The Commander, AAFES, will publish details concerning administering programs referred to in this section.

b. Individuals having authority to appoint personnel are responsible for orienting employees as to these programs, based on information in the directives of the Commander, AAFES.

Section VI

Leave

5-26. Annual leave

a. Purpose. Annual leave is granted for rest, to maintain employee morale, and to attain maximum efficiency and productivity from employees. Therefore, employees will be encouraged to take accrued annual leave.

b. Scope. (Effective 3 May 1975.) Employees appointed to regular full-time or regular part-time status accrue annual leave from the date of appointment.

c. Application for leave.

(1) When possible, annual leave will be granted to employees for the periods requested; however, the operating requirements of AAFES will have precedence. When two or more employees of the same section or activity request leave for the same period at the same time, and the presence of one or more of these employees is essential to the efficient operation of the section or activity, the employee who is senior in exchange service will be given preference for the period requested.

(2) So that all eligible employees receive equal consideration in the grant of annual leave, maintain charts of scheduled leave. Employees will indicate their desire for leave on these charts. This will not preclude an employee from requesting leave on other dates or asking for leave on shorter notice; however, requests on leave charts will be given preference for the periods requested.

(3) Each employee must apply for approval of leave. Submit applications well before the requested period if firm dates are needed. Consider applications for annual leave promptly, and give approval in advance of leave. Approval may be withdrawn only for operational need.

d. Grant of annual leave.

(1) Exchange management will decide when and to what extent annual leave may be granted. Employees are responsible for cooperating with management in using annual leave.

(2) Annual leave will be granted for those periods within the employee's regular scheduled workweek not to exceed 40 hours and will be compensated for at the employee's rate of basic pay. Advance payment for annual leave will be authorized when the employee will be on leave 5 working days or longer and will be on leave on the normally scheduled payday.

(3) Annual leave will not be granted in units of less than one-half hour (recorded as five-tenths of an hour), except where an employee's regular scheduled workday includes a fraction of an hour other than one-half and he is granted leave for a full day.

(4) Employees will not be granted annual leave in excess of amount accumulated. (However, in appropriate cases, they may be granted LWOP.)

(5) Employees called to active duty for short periods of time (not to exceed 6 weeks) with Reserve Components of the US Armed Forces will continue to accrue annual leave during such periods. Nonduty time while in Reserve components is not creditable.

(6) Annual leave credit will continue to accrue to an eligible employee who is receiving benefits under the Longshoremen's and Harbor Workers Compensation Act if he is carried on the rolls in an LWOP status.

(7) When AAFES facility is forced to close due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management, the employees of the closed facility may, with 24 hours notice, be placed on annual leave with or without the consent of the affected employees. If an affected employee does not have sufficient leave credit, he may be placed on LWOP. An employee will be in a normal pay status on the first regularly scheduled workday following receipt or publication of the 24-hour advance notice period. Headquarters AAFES should be advised immediately on any occasion when an employee is required to take either annual leave or LWOP in excess of 8 hours under the provisions of this paragraph.

e. Annual leave accrual rates.

(1) Annual leave will accrue as follows:

(a) Employees with less than 3 years of service will accrue 5 percent of the total regular hours worked excluding overtime hours.

(b) Employees with 3 years but less than 15 years of service will accrue 7 1/2 percent of the total regular hours worked (excluding overtime). Except for the final biweekly period of the fiscal year, it will accrue at a rate of 12 1/2 percent.

(c) Employees with more than 15 years of service will accrue 10 percent of the total regular hours worked (excluding overtime).

(2) Annual leave accrued while on sick or annual leave is credited to the employee's account at the end of the pay period in which accrued.

f. Maximum accrual.

(1) Employees administered under the UA Salary Plan and who have accepted the conditions of mobility may not have more than 360 hours of accrued leave at the end of the last pay period of the fiscal year.

(2) Employees not included in (1) above may not have more than 240 hours of accrued leave at the end of the final pay period of the fiscal year.

(3) (Effective 14 December 1973.) Employees with accrued leave in excess of the limits specified in (1) and (2), above, at the end of the last complete payroll period in the fiscal year will lose the excess.

g. (Effective 14 December 1973.) Compensation in lieu of accrued annual leave.

(1) When an employee's maximum annual leave accrual is involuntarily changed from 360 hours to 240 hours, the employee will be compensated for all accrued leave in excess of 240 hours.

(2) On separation, employees will be compensated for accumulated annual leave as follows:

(a) The carryover balance from the previous fiscal year, if any, not to exceed 240 hours or 360 hours, applicable; plus—

(b) Unused leave accrued during the then-current fiscal year.

(3) Compensation in lieu of leave will be at the rate of pay which is applicable immediately prior to separation or involuntary change in maximum accrual.

h. Service for determining leave accrual rate.

(1) Service for this purpose includes:

(a) (Effective 3 May 1975.) All NAFI service as a regular full-time employee, regular part-time employee, or temporary full-time employee changed to a regular full-time employee.

(b) All periods of active military service in any branch of the Armed Forces of the United States. Retired members accrue leave only during—

(c) Active service after 30 June 1960 in the regular corps or reserve corps of the Public Health Service of the United States and after 30 June 1961 as a commissioned officer of the Environmental Science Services Administration (Coast and Geodetic Survey).

(2) In determining the rate of accrual, double credit for civilian and military service performed at the same time will not be given.

(3) Nonduty time while in the Reserve components specified in (1)(b) and (c) above or while in the Army or Air National Guard is not creditable.

(4) Fractional parts of months will be included in determining length of service. However, only complete months will be counted in the total length of service computation.

5-27. Sick leave

a. Purpose. Sick leave is granted to avoid financial hardship due to illness or injury.

b. Scope. (Effective 3 May 1975.) The provisions of sick leave are applicable to regular full-time and regular part-time employees assigned in the 50 States and the District of Columbia; and all regular full-time and regular part-time US citizens, US nationals, and permanent resident aliens of the United States serving in a country other than their country of nationality, assigned in other areas worldwide. There is no qualifying period for crediting sick leave. Sick leave is earned from the first pay period of appointment to regular full-time or regular part-time status and will be available for use at any time.

c. Sick leave accruals (Effective 3 May 1975.)

- (1) Sick leave will accrue at a rate of 5 percent of the total straight time worked.
- (2) Sick leave credit, including those hours accrued while on annual or sick leave, is credited to the employee's account at the end of the pay period in which accrued.
- (3) Sick leave credits will be canceled for a regular full-time on regular part-time employee changed to any other category.
- (4) Sick leave accrual in the account of an employee entering LWOP under paragraphs 5-31a(3) and (4) will be recredited on return to pay and duty (on-the-job) status.

d. Application for sick leave.

- (1) Employees absent because of sickness or injury must notify their supervisors as early as practicable on the first day of that absence or as soon thereafter as possible. When the situation permits, application for sick leave for medical, dental, and optical examinations or treatment will be submitted and approved in advance.
- (2) When an employee is absent for illness or injury for three or more consecutive work-days, the application for sick leave must be supported by a medical certificate from the attending physician certifying that the employee was unable to work due to sickness or injury and specify the period of disability. When an employee is on sick leave more than 2 weeks (except for pregnancy and confinement), the employee will be required to present such a medical certificate at least once every 2 weeks. When a medical certificate cannot reasonably be obtained, the employee may certify the facts of the illness. This certificate may be accepted at the discretion of the supervisor or higher authority. Medical certificates from the attending physician for periods of sick leave less than 3 days may be required with approval by the second-line supervisor or higher authority.

e. Grant of sick leave.

- (1) Sick leave will be granted for periods within the employee's regularly scheduled workweek, not to exceed 40 hours and except as provided below, will be compensated at the employee's hourly base salary.
- (2) Sick leave will be granted in the following circumstances only:
 - (a) When sickness, injury, or pregnancy and confinement prevent the employee from performing assigned duties.
 - (b) When medical, dental, or, optical examination or treatment is required.
 - (c) When a member of the employee's household has a contagious disease, ordinarily subject to quarantine and which might endanger the health of coworkers.
- (3) Sick leave will not be granted in units of less than a half-hour (recorded as five-tenths of an hour), except where an employee's regular scheduled workday includes a fraction of an hour other than one-half and he is granted leave for a full day.
- (4) When an employee is absent due to sickness or injury for an extended period, and all accrued sick leave is exhausted, the remainder of the absence will be treated as annual leave until exhausted, and then as LWOP except as otherwise authorized under g below.
- (5) Sickness occurring during a period of annual leave may be charged to sick leave and the charge against annual leave reduced accordingly.
- (6) For employees covered by workers' compensation insurance, accrued sick leave payment will be as follows:
 - (a) Employees absent as a result of an illness or injury covered by workers' compensation insurance will be granted accrued sick leave payments in an amount which, when added to compensation benefits, equals the employee's base salary.
 - (b) When payment of workers' compensation benefits is delayed, the employee may be authorized the payment of accrued sick leave up to an amount not exceeding his base salary. On payment of compensation benefits, an amount equal to the amount granted under those benefits will be refunded to AAFES. The employee's sick leave account will be recredited with the number of hours equivalent to the amount returned. If sick leave is exhausted and annual leave is paid in lieu of sick leave, the annual leave will first be credited in full and the balance credited to sick leave.
- (7) Employees who are to be separated for disability will be retained in a sick leave status until all sick leave has been exhausted.

- (8) All unused sick leave will be canceled when employment with AAFES is terminated. No lump sum payment of sick leave will be made.

f. Recurring sick leave.

- (1) Sick leave is intended to be used only as necessary.
- (2) Misuse of sick leave is a proper basis for disciplinary action.
- (3) Since frequent absences affect an employee's potential as an AAFES employee, the frequency of sick leave taken may properly be considered in connection with any personnel action.
- (4) Chronic use of sick leave on an intermittent basis may be considered in determining whether the employee meets the continuing requirement of satisfactory physical condition (para 3-19).

g. Advance sick leave.

- (1) When an employee is absent due to known illness, injury, pregnancy, and confinement, advance sick leave may be granted by the authorities designated by the Commander, AAFES, when accrued sick and annual leave have been exhausted.

(2) The amount of advance sick leave to an employee's account may not exceed a maximum of 240 hours, and it will be granted only under the following circumstances:

(a) Where it is known that an employee is to be retired or where it is anticipated that he is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to the separation.

(b) There must be a reasonable assurance that the employee will return to duty.

5-28. Emergency leave

a. Emergency leave may be granted employees assigned outside of CONUS in cases of serious injury, illness, or death in the employee's family.

b. The period of emergency leave, including travel time, will be charged to—

(1) Annual leave, if available. If the employee has no accrued annual leave, he may be authorized advance annual leave up to 10 days.

(2) LWOP, if no annual leave is available.

(3) Administrative leave under paragraph 5-29 is not authorized.

c. Subject to conditions prescribed by the Commander, AAFES, US citizen and US national regular full-time employees assigned outside of CONUS who have signed an agreement per paragraph 4-32 and their adult dependents will be authorized space available Military Airlift Command (MAC) transportation to and from the United States. Where MAC transportation would unduly delay the employee or dependent, the use of less than first-class commercial air transportation may be authorized. All transportation other than port-to-port transportation will be at the employee's expense.

d. Red Cross confirmation of the emergency will normally be secured prior to approval of emergency leave.

5-29. Administrative leave

a. Administrative leave will be approved for the reasons in b below and may be approved for other reasons. Administrative leave is treated as time worked for all purposes except that the employee is excused from his regular assigned duties.

b. Administrative leave will be granted to an employee in connection with—

(1) Brief periods of absence or tardiness due to circumstances beyond the employee's control.

(2) Blood donations for which the employee is not paid.

(3) Registration with or required appearance before the employee's draft board.

(4) Voting in governmental elections.

(5) Fulfillment of administrative responsibilities in connection with a nonlocal transfer or separation.

(6) Serving on a jury or as a witness in the employee's official capacity as an AAFES employee, serving as a witness in behalf of AAFES or the United States or serving on a jury. (Any fee received for other than transportation and allowance for subsistence will be turned over to AAFES, except to the extent the fee exceeds the employee's base salary and except to the extent that the fee is for service during hours when the employee is not regularly scheduled to work.)

(7) Separation or investigation when allowing the employee to continue working would be dangerous to life or property or otherwise inconsistent with fulfillment of the AAFES mission. Administrative leave in connection with an investigation will not exceed 30 workdays, after which the employee will be placed in an annual leave status until his accrued annual leave is exhausted; at which time he will be returned to a duty status with pay pending further action. If the employee is exonerated, annual leave used will be recredited to the employee's account.

(8) Adverse weather conditions, acts of God, military necessity, or other events beyond the control of AAFES management. A maximum of 1 workday of the total absence from work will be granted as administrative leave. When the closing of all or part of an exchange activity is within the control of AAFES management, and a decision is made that the employee will not be required to work, the entire period will be charged to administrative leave. In either situation, when an employee is already on approved annual or sick leave at the time the activity is closed he will not be placed on administrative leave for any period covered by the previously approved annual or sick leave.

5-30. Military leave with pay

a. *Purpose.* Military leave with pay is administrative leave granted to employees who are required to absent themselves from work for military training in the US Armed Forces.

b. *Scope (Effective 3 May 1975).* These provisions are applicable to regular full-time and regular part-time employees.

c. *Grant of military leave with pay.*

(1) A maximum of 15 days military leave without charge to annual leave or loss of pay in any 1 calendar year will be granted to members of the following groups under the conditions described:

(a) Members of the Reserve components of the Armed Forces when ordered to active duty for training.

(b) Members of the National Guard, other than the National Guard of the District of Columbia, when duly ordered for field or coast defense training.

(2) Members of the National Guard of the District of Columbia when duly ordered for parade or encampment duty will be granted military leave with pay for all days of that duty.

(3) In computing the 15 days allowed for military leave, nonworkdays falling within the military tour of duty will be charged; however, nonworkdays at the beginning or end of the military tour are not charged. Where the military leave is exhausted, the employee may be granted annual leave. If, because of sickness or injury, a reservist's active duty orders are extended beyond the initial period of military leave, available sick and annual leave may be granted.

(4) (*Effective 3 May 1975*). Regular full-time and regular part-time employees who are called to active duty to provide military aid to enforce the law may be granted additional- military leave not to exceed 22 workdays in a calendar year. These employees will be granted leave on presentation of orders. Compensation (other than a travel, transportation, or Per diem allowance) received by an employee for such military service will be credited against the military leave pay payable to the employee by AAFES for such period of military service. Military leave under this provision is to be granted only for workdays; the employee's military leave pay will be reduced only by the amount received for military service performed on a workday. The employee's military leave pay will not be reduced by any amount the employee may receive as military compensation for days that are not the employee's regularly scheduled workdays.

5-31. Leave without pay

a. LWOP will be to avoid a break in employment under the following circumstances:

(1) Where there is insufficient accrued leave and the employee is authorized to be absent from work due to illness, injury, pregnancy, and confinement.

(2) As a result of suspension.

(3) When an employee leaves AAFES to go on active military duty (para 2-4J).

(4) (*Effective 3 May 1975*.) Upon the employee's request for reasons acceptable to and in the best interest of AAFES.

(5) Upon request, LWOP may be granted for the following types of military service:

(a) Summer training as members of Reserve Officer Training Corps;

(b) Temporary Coast Guard Reserve duty;

(c) Participation in parades by members of a State National Guard. (However, members of the National Guard in the District of Columbia are entitled to military leave with pay for participation in parades, (para 5-30);

(d) Training with a State guard or other State military organization;

(e) Civil Air Patrol duty.

(6) When an AAFES activity is closed due to military necessity, weather conditions, an act of God, or other events beyond the control of AAFES management and the employee does not have sufficient annual leave credit.

b. LWOP is subject to the following restrictions:

(1) LWOP will not be granted for a period exceeding 1 year, except in connection with a(3) above or on approval of the Commander, AAFES.

(2) Before LWOP is granted for illness, injury, pregnancy, and confinement, accrued sick and annual leave, in that order, will first be exhausted.

(3) An employee placed on suspension per paragraph 3-6 is considered in a nonpay, nonduty status for the duration of the suspension period, and will not be granted leave as a substitute.

(4) An employee placed in LWOP under a(3) above, may be paid for accumulated and current accrued annual leave in a lump sum or elect to retain his annual leave balance to his credit.

(5) Before LWOP is granted under a(4) above for reasons other than military service, accrued Annual leave will first be exhausted.

c. An employee on LWOP (except a(3) above) may be separated in the same manner and for the same reasons as though he were in a pay and duty status.

d. Any period of LWOP in the grade, step, and salary from which downgraded nonprejudicially will be creditable toward eligibility requirement of 2 continuous years service for salary retention (also para 4-8).

e. (*Effective 1 August 1979*.) When LWOP is granted, under the circumstances outlined in a(1) above, an employee who has completed the probationary period retains the right to immediate return to duty in his former position and grade as follows:

(1) The period of absence (i.e., sick leave, annual leave, LWOP) during which the employee retains the right to immediate return to duty in his former position and grade will not exceed a total of 180 calendar days or 90 calendar days LWOP, whichever is less.

(2) Upon expiration of the period described in (1) above, the employee no longer has the right to immediate return to duty in the former position and grade. At that time, if the employee is still unable to return to work, he or she may be separated for disability or maternity, as appropriate, or allowed to continue in employment in an LWOP status,

subject to the 1-year time limit specified in *b*(1), above. LWOP in excess of the period described in (1) above will normally be granted when there is reasonable assurance that the employee will be able to return to duty within the 1-year time limit.)

(3) If the employee is allowed to return in an LWOP status beyond the period described in (1) above, and later requests return to duty upon presentation of a medical certificate of fitness to work, action will be taken in the order listed below without unreasonable delay:

(a) Assign the employee to the former position, if available, or transfer the employee to a vacant position of equal or higher grade or pay, if qualified (local transfer except for mobile UA employees who are eligible for nonlocal transfer).

(b) Approve the employee's request for voluntary downgrade transfer to a vacant position, if applicable. No advance notice of downgrade is required.

(c) Apply the provisions governing RIF (para 4-12 through 4-15).

(4) During the period described in (1) above, the position, if it is to be filled, may be filled by detail, by intermittent, temporary part-time, or by temporary full-time employees. On expiration of this period the position may be filled on a regular basis since the absent employee no longer has the right to immediate return to duty in the former position and grade.

(5) Employees who are granted LWOP under *a*(2), (3), and (4), above, and probationary employees are not eligible for return rights to their former position and grade under *e*(1), above. However, the provisions of subparagraph (3), above, will apply to these employees except that a medical certificate of fitness to work will not be required.

f. An eligible employee on approved and documented LWOP, where a personnel action has been processed, will, on return to work, be entitled to credit for retirement purposes for the period in a nonpay status, providing the employee deposits in the AAFES retirement fund a sum equal to the amount that the employee would have contributed had the employee been in a continuous pay status. Further, unless such payment is made within 1 year, the employee will be assessed interest under the provisions of the AAFES Retirement Plan. Failure to make such deposit will result in the employee not being entitled to credit for retirement purposes for such periods in a nonpay status when contributions were not made to the retirement fund. In the event of LWOP pending reinstatement, contributions will be based on the rate of pay in effect at time of prior termination.

5-32. Absence without leave

a. AWOL will be appropriately recorded in the employee's pay record for any period of absence for which—

(1) Advance authorization for leave was not obtained, except where it is determined that the absence without securing advanced approval was excusable because of circumstances which made prior application impracticable.

(2) An employee's request for leave has been officially denied, or;

(3) An employee fails to return to duty from leave status and fails to inform proper authority of his intention.

b. Employees properly recorded as AWOL are not entitled to compensation for such periods of absence and are subject to disciplinary action, including separation for cause, as appropriate.

c. Employees whose absence without leave exceeds 7 calendar days may be separated for abandonment of position (para 3-25).

5-33. Home leave (effective 3 May 1975)

a. General. All employees assigned to an official duty station outside the United States and outside their place of actual residence; who are eligible to execute an agreement per paragraph 4-32b; and who have accepted the conditions of mobility as prescribed by the Commander, AAFES, are entitled to earn, and may be granted home leave for use in the United States, or if their place of actual residence is located in the Commonwealth of Puerto Rico, or in one of the territories or possessions of the United States.

(1) The term "outside the United States" means outside the 50 States and the District of Columbia; and,

(2) The term "outside the employee's place of actual residence" means outside the Commonwealth of Puerto Rico or a territory or possession of the United States.

b. Conditions. Home leave may be taken by employees following completion of a minimum period of 24 months continuous creditable service outside the United States and outside the employee's place of actual residence.

c. Computation of home leave:

(1) Home leave will be earned at the rate of 15 calendar days for each 12 calendar months of service outside the United States.

(2) Home leave accrual begins on the date the employee arrives at the duty station outside the United States and outside the employee's place of actual residence and ends on the date the employee departs the duty station for separation, retirement, or reassignment, within the United States or place of actual residence defined in *a*(2), above.

(3) Creditable service for home leave accrual purposes includes nondisciplinary LWOP not in excess of 14 calendar days for each 12 months of service outside the United States, periods of annual and sick leave, periods of temporary duty travel away from the official duty station and permanent change of station (PCS) travel between duty stations outside the United States.

d. Limitations:

(1) Home leave accumulates for future use without limitation. Home leave will not be used for terminal leave prior to separation or retirement and will not be made the basis for lump-sum payment in connection with separation or retirement.

(2) All unused home leave will be canceled when employment with AAFES is terminated except that home leave will be recredited to an employee's account if the employee is reinstated per paragraph 2-4.

(3) An employee who for reasons not acceptable to AAFES, fails to return to his duty station outside the United States and outside his place of actual residence following the use of home leave will be indebted to AAFES for the home leave used.

(4) Travel and transportation incident to the use of home leave will be in accord with policies prescribed by the Commander,

5-34. Maternity and paternity absence

a. Regular full-time and regular part-time employees may request sick leave, annual leave and LWOP if incapacitated by pregnancy and confinement as established by medical authority. Absences covering pregnancy and confinement are treated as any other medically certified disability.

b. Regular full-time and regular part-time male employees may request annual leave or LWOP to help care for their minor children or the mother of their newborn child while she is incapacitated for maternity reasons. (The mother's incapacity must be established by medical authority.)

Chapter 6

Labor-Management Relations

6-1. Delegation of authority

a. The Secretary of the Army and the Secretary of the Air Force have delegated to the Commander, AAFES, the authority to make those decisions and take those actions which are the responsibility of the head of a DOD component with regard to Labor-Management relations matters where employees of the AAFES are concerned, within the meaning of DOD Directive 1426.1.

b. At CONUS installations wherever the term "manager" is used in this chapter, it will mean exchange managers, warehouse managers, area exchange general managers, and exchange/distribution region chiefs. At Headquarters AAFES, the OES headquarters, Puerto Rico, and Greenland, the individual charged with administering the personnel program will mean a "manager" for purposes of this chapter. In all other activities wherever the term "manager" is used it will also mean commander of area exchanges and depots.

c. Wherever the term "exchange" is used in this chapter, it will mean Headquarters AAFES, oversea exchange system headquarters, exchange/distribution regions, area exchanges, and depots where employees assigned to those entities are covered by law.

6-2. Applicability

a. The provisions of this chapter will not apply:

(1) To any organization within AAFES which has as a primary function investigating or auditing conduct or work of employees of the component to ensure honesty and integrity in discharging their duties. The Commander AAFES, has determined that applying such provisions would be inconsistent with the internal security of the AAFES.

(2) To any labor organization composed predominantly of non-US citizen employees located at an AAFES installation which is outside the United States. Relationships with such organizations of non-US citizen employees will be consistent with pertinent intergovernmental agreements, local practices and customs, and DOD Instruction 14400.10.

b. The Commander, AAFES will consult with the Assistant Secretary of Defense (Manpower, Reserve Affairs, and Logistics) before deciding to exempt an organizational entity from the provision under *a*(1), above.

6-3. General policy and responsibilities.

a. The Labor-Management relations policy of the AAFES recognizes that employees participating in formulating and implementing personnel policies affecting their working conditions contributes to their wellbeing and efficiency. Implementing these policies is achieved through the employee's organizations. Therefore, AAFES recognizes the employee's right to form, join, or assist any labor organization or to refrain from such activity. This right is freely given without fear of penalty or reprisal. Except as provided in e below, the right to join and assist a labor organization will extend to participation in its management and to acting as a labor organization representative. The Commander, AAFES, is responsible for ensuring that all AAFES employees are apprised of the rights provided in this chapter and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in any labor organization.

b. The granting of exclusive recognition or national consultation rights to labor organizations will not preclude relationships with other types of organizations and with individual employees as prescribed by law.

c. Subjects appropriate for consultation or negotiation with recognized labor organizations include policies and practices affecting working conditions. The management official at the unit level is responsible for these subjects. No obligation exists to consult or negotiate with labor organizations with respect to management decisions in such areas of discretion and policy as the mission of the AAFES or any AAFES installation; its budget; its organization; the total number of employees; the numbers, types and grades of positions; or employees assigned to any organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices.

d. Nothing in this chapter implies or precludes recognized labor organizations from presenting suggested changes or modifications in those policies or regulations (*c* above) to the officials responsible for them. A local unit of a national labor organization will be expected to refer matters of AAFES wide or DOD-wide policy to its national office for consideration and such further action as may be appropriate.

e. To avoid conflict of interest between the activities of AAFES personnel and their official responsibilities, it is the policy of AAFES that:

(1) The following individuals may join any labor organization but may not act as a representative or participate in the management of any such organization holding exclusive recognition:

(*a*) Management officials and supervisors;

(*b*) Employees engaged in personnel work in other than a purely clerical capacity; and

(*c*) Employees whose assigned duties require that they represent the interests of AAFES or AAFES exchanges in consultations and negotiations with labor organizations.

(2) No employee will carry on any activities as an officer or agent of a labor organization which will conflict with the proper exercise of, or be incompatible with, his official duties or responsibilities. If such a conflict or incompatibility arises, the individuals concerned will be given a reasonable opportunity to correct the condition causing such conflict or incompatibility.

f. In implementing the criteria which appear in Enclosure 3 to DOD Directive 1426.1 for the purpose of exclusive recognition, AAFES employees will be considered as an independent unit separate and apart from appropriated or other nonappropriated fund employees of the installation or activity concerned. AAFES employees will at all times constitute an independent unit for the purpose of recognition, representation in consultations and negotiations relating to personnel policies and practices, and other matters affecting working conditions.

g. Military and civilian supervisors throughout AAFES are expected to maintain a posture of neutrality with regard to questions of membership or nonmembership of subordinates in any labor organization.

h. Nothing in this chapter or any agreements entered into under its provisions will restrict the AAFES or its officials in situations of emergency from taking any actions necessary to carry out its mission.

6-4. Exclusive recognition of labor organizations

a. A labor organization desiring exclusive recognition will submit in writing to the general manager of the activity in which it desires recognition the following information and materials:

(1) A copy of the organization's constitution and bylaws;

(2) A roster of its officers and representatives; and

(3) A statement of its objectives.

b. Labor organization petitions for exclusive recognition at an AAFES exchange will be filed with the appropriate Area Administrator of the Labor-Management Services Administration, US Department of Labor, in accordance with Title 29, Code of Federal Regulations, Part 202 (29 CFR 202).

c. On receipt of a copy of a petition for exclusive recognition filed with the Area, Administrator, the manager involved will—

(1) Forward a copy of a petition to

(*a*) The Commander, AAFES, ATTN: General Counsel.

(*b*) The Employee-Management cooperation specialist assigned to the region.

(2) After consulting with the appropriate Employee-Management cooperation specialist, initiate discussions with the petitioning organization for the purpose of exchanging views concerning the proposed unit and, wherever possible, reaching agreement on an appropriate unit. Such discussions will also be held with any labor organizations qualifying as interveners under 29 CFR 202.5. Where the proposed unit includes all or part of an existing exclusive unit, the incumbent labor organization will have the opportunity to participate in any discussions between the general manager and other labor organizations on the unit question. The appropriate Employee-Management cooperation specialist and where necessary, the General Counsel, AAFES, will provide technical assistance with respect to agreements between general managers and labor organizations for secret ballot elections. The General Counsel, AAFES, will also provide technical assistance at representation hearings ordered by the Department of Labor.

d. Before reaching agreement or making a decision as to an appropriate unit, the responsible general manager will submit his proposed position on the unit question to the appropriate Employee-Management Cooperation Specialist and

where necessary, General Counsel, AAFES, for approval. No particular type of unit may be prescribed in advance by management officials, nor will a unit determination be made except in response to a timely, valid, and complete petition for exclusive recognition (para 6-3f).

e. The following categories of employees may not be included in AAFES bargaining units:

- (1) Management officials or supervisors;
- (2) Employees engaged in Federal personnel work in other than a purely clerical capacity;
- (3) Professional employees, when combined with nonprofessional employees, unless a majority of the professional employees vote for inclusion in the unit.

f. Where agreement is reached on an appropriated unit, the responsible general manager and the labor organization(s) involved will endeavor, with the technical assistance of the appropriate Employee Management Cooperation Specialist, to reach agreement on arrangements and details of an election to be held under the supervision of the area administrator.

g. General managers will comply with applicable requirements of regulations of the Assistant Secretary of Labor for Labor-Management Relations on posting notices, furnishing information, and observing time limits.

h. Exclusive recognition will be granted to a labor organization as the representative of employees in an appropriate unit only when the Assistant Secretary of Labor for Labor-Management Relations has certified that the organization has been chosen by a majority of the unit employees voting in a secret ballot election.

6-5. Disputes and appeals

a. *Unit representation and election issues.* The regulations of the Assistant Secretary of Labor for Labor-Management Relations (29 CFR 201-205) set forth procedures for handling various types of disputes and appeals that may arise with processing petitions for exclusive recognition. These include challenges by the general manager to labor organization's status or to the showing of interest filed with its petition, failure to agree on an appropriate unit, failure to agree on election details, objections to the conduct of an election or the conduct affecting the results of an election, and disputes arising during the course of hearings. General managers will observe the requirements of Regulations of the Assistant Secretary of Labor for Labor-Management Relations (29 CFR 201-205), in connection with such disputes and appeals. The appropriate Employee-Management Cooperation Specialist and where necessary, General Counsel, AAFES, will provide technical assistance.

b. *Unfair labor practice complaints.*

(1) Unfair labor practice complaints begin as informal charges filed with management. If unresolved, they may be converted into formal charges filed with the Assistant Secretary of Labor for Labor-Management Relations. All unfair labor practice complaints must be filed in accordance with regulations of the Assistant Secretary of Labor for Labor-Management Relations.

(2) Only the Commander, AAFES, or his designee may file an unfair labor practice charge against a labor organization.

(3) The Commander, AAFES, ATTN: General Counsel, and the appropriate Employee-Management Cooperation Specialist will be promptly notified upon receipt of an informal unfair labor practice charge from a labor organization.

(4) Under the direction of the appropriate Employee-Management Cooperation Specialist a prompt investigation of the informal charge will be conducted by the general manager and the labor organization involved. This includes maximum use of informal contacts and discussion with and between representatives of the parties involved, producing an acceptable resolution or adjustment of the charge, if possible, without resort to more formal procedures.

(5) The general manager will notify the appropriate Employee-Management Cooperation Specialist and the Commander, AAFES, ATTN: General Counsel, upon receipt of a copy of a formal unfair labor practice complaint (Form LMSA (Labor Management Service Administration) 61) filed by a labor organization with the appropriate area administrator.

(6) Any decision made by the Assistant Secretary of Labor will be fully and promptly implemented, to the extent such implementation is within the authority of the Commander, AAFES, or his subordinates. This will include any remedial action which he may direct the AAFES or general manager to take, unless the decision is to be appealed.

6-6. Communications

All correspondence pertaining to any matter covered in this chapter received by or initiated by general managers should be forwarded to the Commander, AAFES, immediately through the appropriate overseas exchange system commander or exchange region chief.

Appendix A References

Section I Required Publications

5 USC 552

The Freedom of Information Act

5 USC 552a

The Privacy Act of 1974

5 USC 2105(c)

Civil Service Commission

5 USC 3326

Employment of Retired Military

5 USC 5341

Government Employees—Prevailing Rate System

5 USC 5531

Dual Compensation

5 USC 5532

Dual Compensation

5 USC 5533

Dual Compensation

5 USC 5596

Back Pay Due to Unjustified Personnel Actions

5 USC 5922

Oversea Allowances and Differentials

5 USC 6331

Federal Tax Levy

5 USC 7324

Hatch Act-Influencing Elections; etc.

5 USC 7901

Health Services Programs for Civilian Employees

5 USC 7902

Federal Employee's Compensation Act

5 USC 8171

Nonappropriated Fund Instrumentality Act

5 USC 8501

Unemployment Compensation

26 USC 912

Tax Exemption

28 USC 2671–2680

Federal Tort Claims Act

29 USC 201

Fair Labor Standards Act

42 USC 410

Social Security

42 USC 659

Garnishment for Enforcement of Child Support and Alimony Obligations

50 USC App 459

Military Selective Service Act of 1967

50 USC App 801

Free Importation of Personal and Household Effects Brought into the United States under Government Orders

29 CFR 202.5

Labor—Intervention

29 CFR 201–205

Labor—Office of the Asst. Secretary for Labor–Management Relations

Title 5, Code of Federal Regulations, Section 591.202

Allowances and Differentials

Title 29, Code of Federal Regulations, Part 202 (29 CFR 202)

Labor—Representation Proceedings

Executive Order 10000 13 F.R. 5453

Regulations Governing Additional Compensation and Credit Granted Certain Employees of the Federal Government Serving Outside the United States

Executive Order 10903

Allowances and Benefits to Government Personnel on Overseas Duty

Executive Order 11137

Allowances and Benefits for Civilian Employees of NAFI

Section II**Related Publications**

This section contains no entries.

Section III**Prescribed Forms**

This section contains no entries.

Section II**Referenced Forms**

This section contains no entries.

Appendix B**Notice Periods****B–1. Minimum advance notice periods**

Table B-1 specifies the minimum advance notice periods required in separations affected under the specific paragraphs cited. Except where specified, the advance notice periods for all employees are the same and are stated in calendar days, which includes holidays.

B–2. Computation of time

The day on which the employee receives the advance notice and the effective date of the action will not be counted.

Separations will be effective as of the close of business on the effective date. Separations will not be scheduled to become effective on a nonduty day. If the effective date of separation would fall on a nonduty day, the separation will become effective as of the close of business on the next duty day.

B-3. Final decision

The final decision should be delivered or mailed to the employee on or before the effective date of separation stated in the advance notice. The final decision will not be issued until the day following the expiration of the authorized period of reply.

B-4. Delivery of notices

When possible, notices will be delivered to employees personally and written acknowledgments of the date received obtained. Otherwise, notice will be mailed to the employee's last known address by Certified Mail, Return Receipt Requested. Proof of delivery showing date delivered should be included in all cases forwarded for review.

Table B-1
Notice Periods

	Type of Separation	Advance Notice of Separation (Calendar Days)
1.	Abandonment of position (para 3-25)	None
2.	Cause (para 3-16)	30 (7 when employee dishonesty is involved)
3.	Death (para 3-21)	None
4.	Declination of transfer (para 3-26)	30
5.	Disability (para 3-19)	
	a. EMP employees	
	Over 15 years continuous service	120
	Over 10 years continuous service	90
	Over 5 years continuous service	60
	5 years or less continuous service	30
	b. All other employees	30
6.	Disqualification (para 3-17)	30 (7 when employee dishonesty is involved)
7.	Expiration of agreed period/temporary employment (para 3-22)	None
8.	LWOP (para 3-30)	Based on type of separation
9.	Intermittent employment (para 3-23)	None
10.	Probationary period (para 3-18)	7
11.	Reduction in force (para 3-20)	Same as item 5 above
12.	Resignation	
	a. Employee to give notice (para 3-24a(1))	30
	b. To avoid possible other action (para 3-24d)	None
13.	Retirement—optional early (para 3-28a)	
	a. Employee request	120
	b. Notice to employee of AAFES approval	Normally 60, but see paragraph 3-29a(3)
14.	Retirement—involuntary early (para 3-28b(2)(a))	None
15.	Retirement—separation requested (para 3-28b(2)(b))	As much as possible, but not less than 30 days
16.	Retirement—EMP early (para 3-28c)	Same as item 5a
17.	Retirement (para 3-28a(1) and (2))	
	a. Employee gives notice	120
	b. Notice to employee of AAFES approval	60
18.	Retirement— (para 3-28a(1) and (2))	
	a. Employee gives notice	120
	b. AAFES gives notice (EMP category only)	365

Table B-1
Notice Periods—Continued

	Type of Separation	Advance Notice of Separation (Calendar Days)
19.	Unsatisfactory performance (para 3-15)	30

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